

Oakton College District 535

Procurement Department, Room 1240
1600 E. Golf Rd., Des Plaines, IL 60016
847-635-1635

Invitation to Bid #0208-23-03

Issue Date: February 8, 2023

Mandatory Pre-Bid Date: Monday, February 13, 2023 at 11:00 AM

**Bids will be received in the Procurement Office at the above address until
11:00 am on Wednesday, March 1, 2023**

Bids will be publicly opened at this time. Late bids will not be accepted.

Pedestrian and Bicycle Pathway Improvement

The College is accepting bids for construction of a Pedestrian and Bicycle Path from Golf Road to the main College entrance following along College Drive. **This bid consists of 5 documents:**

- 1) Business Specifications (this document)
- 2) Ped and Bike Pathway Plans – Detail Specs Drawing - Manhard Consulting
- 3) Ped and Bike Pathway – Light Plans - Kluber Architects & Engineers
- 4) Ped and Bike Pathway – Light Specs - Kluber Architects & Engineers
- 5) Ped and Bike Pathway - Project Labor Agreement

There will be a mandatory pre-bid meeting, including a site visit and walk through, at 11:00am on Monday, February 13, 2023 starting in Room 1240, at the College's Des Plaines Campus, 1600 E. Golf Rd., Des Plaines, IL

Only contractors who attend the pre-bid meeting will be allowed to a submit bid.

(The College reserves the right to schedule a second pre-bid meeting if there is insufficient attendance at the first meeting)

Any questions regarding this bid must be submitted in writing via email by 11:00 am on Wednesday, February 20, 2023. Questions will be answered through an addendum and submitted to the following individuals:

Rich Schwass, Construction Manager at rschwass@oakton.edu

Jim Frayn, Manhard Consulting at jfrayn@manhard.com

Trinh Than, Purchasing Manager at tthan@oakton.edu

Joe Scifo, Director of Facilities at jscifo@oakton.edu

Oakton College District 535 is exempt from all Federal, State, and Municipal Taxes.

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 60 days of the bid due date, to provide the specified items for the sum shown in accordance with the terms stated herein. All deviations from the specifications and terms are in writing and attached hereto. I offer the following discount terms _____

Company Name: _____ Date: _____

Address: _____ City/St/Zip: _____

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Signature: _____ E-mail: _____

Instructions to Bidders

1. Bid Forms: Bids should be submitted on the form provided. Envelopes marked "Sealed Bid for (commodity being bid)." Bids cannot be accepted via fax machines or email.
2. Specifications: Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that or equal, unless "no substitutes" is specified. When offering alternates, they must be identified by brand name, catalog number and manufacturer's literature must be included.
3. Samples: Bidders will be required to furnish no charge samples upon request.
4. F.O.B. Point: All prices must be quoted F.O.B. destination. Shipments shall become property of Oakton College after delivery and acceptance.
5. Delivery Points: Deliveries must be made to the various buildings within the district, as indicated.
6. Delivery Schedule: Bids must specify delivery time. Unrealistically long delivery times may cause bid to be rejected. Order may be canceled without obligation if delivery requirements are not met.
7. Evaluations: Oakton College reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
8. Vendor Selection: All purchases will be awarded to the lowest responsible bidder who meets all the requirements of the specifications. The determination of a responsible bidder and award of tie bid for like equipment, supplies, or services shall be based upon the following factors: a) capacity to perform, and b) performance history. In the case these factors are equal for award of tie bids, first preference will be given to suppliers located within the boundaries of District #535 and second, from within the state over out of state. In the case of tie bids according these criteria, purchases will be determined by a coin toss. Cash discounts will be used in determining the lowest responsible bidder.
9. Prices: Prices, terms and conditions must be firm for acceptance for sixty (60) days from the date of bid opening unless otherwise agreed to by District #535 and bidder.
10. Quantities: Quantities shown may be estimates only and orders may be more or less depending on actual requirements and budget limitations.
11. Exceptions: There are no exceptions.
12. Tax Exemptions: Oakton College District #535 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.
13. Equal Employment Opportunity Clause/
Prevailing Wage: Oakton College is an equal opportunity employer, and parties doing business with the College must comply with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practices Commission. Not less than the prevailing wage shall be paid for labor on the work to be performed as required by law.
14. Non-Collusion Clause: The bidder or agent hereby declares that he, nor any other agent of his business, entered into any collusion or agreement relative to the price to be bid. He further declares that no persons, firms or corporations, have or will receive directly, any rebate, fee, gift, commission, etc., or that any employee or Board of Trustee member of Oakton District #535 has any undisclosed interest in the award of this contract.

General Business Requirements

NOTE - Oakton may, in its sole discretion, require the successful bidder to execute the Project Labor Agreement, as a condition of bid award or simultaneous with execution of the construction contract. Failure to execute the Project Labor Agreement, if required by Oakton, may, in Oakton's discretion, be cause for rejection of the bid and/or termination of the construction contract. In the event of such rejection or termination, Oakton may make a claim on bidder's bid security or bid bond. By submitting a bid, bidder acknowledges the above requirements. Please be sure to review and fully understand the Project Labor Agreement.

1. This bid consists of 5 documents:
 1. Business Specifications (this document)
 2. Ped and Bike Pathway Plans – Detail Specs Drawing - Manhard Consulting
 3. Ped and Bike Pathway – Light Plans - Kluber Architects & Engineers
 4. Ped and Bike Pathway – Light Specs - Kluber Architects & Engineers
 5. Ped and Bike Pathway - Project Labor Agreement
2. The project schedule is as follows:
 - Board Approval/Contractor Award: March 21, 2023
 - Submittal Process/Mobilization: April 25, 2023
 - Project Completion Date: November 30, 2023
3. The lowest responsive and responsible bidder will be determined based upon the base bid selected by the College.
4. Please note this project is a prevailing wage job. Not less than the prevailing wage for Cook County shall be paid for any labor on this job in accordance with the Illinois Prevailing Wage Act. As required by Public Act 94-0515, the Contractor shall submit to the College monthly certified payroll records for every worker employed on this job. This information may include the worker's name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of each work day. Cook County Prevailing Wages can be found at <http://www.state.il.us/agency/idol/rates/rates.HTM>
5. **A MANDATORY pre-bid meeting will be held 11:00am on Monday, February 13, 2023 starting in Room 1240, at the College's Des Plaines Campus, 1600 E. Golf Rd., Des Plaines, IL. Vendors who fail to attend the mandatory pre-bid meeting will not be allowed to submit a bid. The College reserves the right to schedule a second pre-bid meeting by issuing an addendum to the original proposal.**
6. Contractor must additionally meet the following qualifications to be considered as the "Lowest Responsible Bidder."
 - a) Must have constructed a minimum of four (4) similar projects over the past two (2) years
 - b) Must include accurate and active references for these projects.
 - c) Shall have been in business as a contractor for a minimum of five (5) years.
 - d) Shall meet the insurance requirements noted in the General Conditions.
 - e) Shall submit the name of your bonding company rated A-/6 for your 110% Performance and Payment Bond. See item #23 for further details.
 - f) Must meet all terms and conditions of this bid.

7. Please include a company profile with your sealed bid. The profile should include at least, but not limited to, the following: How long your company been in business, the number of employees your company has, estimated annual revenue for your last fiscal year.
8. **Please list five references (with contact name and email addresses) to which you have performed similar services. Local or educational references preferred.**
9. Typically, permits and fees are not required for community colleges. However, if needed, the contractor would be required to work with the College to obtain the required permits and fees. For the purposes of submitting a bid, do not include an amount for permits and fees. Payment of any required permits or fees will be paid directly by the College or as a project change order to the winning contractor.
10. If your company will be using a subcontractor(s) for any work, please include the name, address, phone number, etc. of the subcontractor. You will be required to submit the subcontractor's proof of insurance indicating Oakton College as an additional insured. In addition, you are also required to submit a partial and/or final waiver of lien.
11. As noted on page 13, please describe how your company can help the College make a good faith effort to meet or exceed the College's aspirational goal of 30% for the State of Illinois Minority Business Enterprise Program. Please indicate if your company or subcontractors are Minority Business Enterprise (MBE), Female Business Enterprise (FBE), Persons with Disabilities Business Enterprise (DBE), Small Business Enterprise (SBE), or Veteran Owned Business (VOB).

Interested businesses may visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

12. Please base your pricing on regular and premium labor hours as required to meet the substantial completion date and the logistic requirements outlined in the contract documents. Substantial completion dates are critical due to classes that have already been scheduled for the fall semester. Contractors will be allowed to start earlier than 7:00 a.m., when the college buildings open, and/or can work evenings and on weekends (without any additional charges or premium fee to the College). Hours and days must be approved by Oakton's Senior Construction Manager of Construction and Facilities.
13. College Drive shall remain open to vehicle traffic while work is completed. If lane closures are required, appropriate flagman, signage, etc. must be utilized to secure safe traffic control. Lane closures must be coordinated with the College's Senior Manager of Construction and Facilities. All work associated with traffic control is at Contractors expense and included in lump sum bid.
14. Proper safety precautions must be followed when students and staff are on campus.
15. The protection, clean-up, restoration, replacement of areas impacted by this project including existing underground cables, plant life, controls, lighting, shall be the responsibility of the contractor.
16. The contractor is responsible for daily cleanup and debris removal generated by his work, including labor.

17. General Conditions for Construction and Maintenance Work at Oakton College campuses, are included as part of this bid.
18. The College will require a “waiver-of-lien to date” or “final waiver-of-lien” before any payments are made. All waivers should be submitted in conjunction with the corresponding invoices(s). The College will use the date of the waiver, not the invoice date, when considering any early payment discounts.
19. Contractor Agreement - Oakton College will award the contract to a single contractor that will be responsible for the entire scope listed in the Project Manual and within the Engineering Plans. Construction Management services will be provided by Oakton College Staff with additional support from consultants, as needed. Oakton College will hold the contractual agreement with one individual entity and shall not be responsible for sub-contracting any of the project work as listed in the Project Manual.
20. Contractor shall meet all insurance requirements as noted in section 1.09 of the General Conditions for Construction and Maintenance Work at Oakton College, Des Plaines and Ray Hartstein Campuses.
21. Contractors must submit verification of Worker’s or Workman’s Compensation Insurance.
22. Bidders are required to submit a certified check or bank draft or bid bond, made payable to Oakton College; it shall be submitted with the bid in the amount of **ten (10) percent of your total bid**. This overrides the IDOT Proposal Bid Bond (BLR12230) which says 5%. The bid security will be forfeited by the successful bidder in the event of the bidder’s failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.
23. The winning vendor will be required to submit a 100% Performance/Payment bond from an A-/6 or better rated company (as rated by Best’s Rating Service). The College realizes that there may be a charge associated with this bond. Please include the cost of the bond in your bid. This amount is part of the grand total. Vendors DO NOT need to include the actual Performance/Payment Bond with their bid. However, all vendors must include the name, address, and rating of their bonding company when submitting their bid.
24. Oakton College is an equal opportunity employer and parties doing business with the College must comply with the employment opportunity clause as required by the Illinois Fair Employment Practices Commission. In addition, contractors must comply with the Illinois Drug Free Workplace Act and the Illinois Human Right Acts. Contractor, workers, and subcontractors must be willing to submit to criminal background checks if necessary.
25. Contractor must meet the bid specifications to be considered as the “Lowest Responsible Bidder”.
26. Liquidated damages of \$1,000 per day will be assessed on this project after November 30, 2023.
27. AIA documents A101 and A201 will be executed as part of this contract award. These documents can be found on our website:
www.oakton.edu/Faculty&Staff/BusinessServices/Purchasing/CurrentBidsandProposals.

28. The College is a public institution and therefore subject to comply with legitimate Freedom of Information Act (FOIA) requests. Please be advised that your response to this Invitation to Bid is subject to comply with any FOIA requests for information. The FOIA copy of your response should indicate confidential and/or proprietary information that has been removed/redacted. Please mark this as "FOIA Copy." See page 15 & 16 for further instructions.
29. Please submit *multiple copies* of your bid: one original, two copies, a FOIA copy (if applicable), and an electronic version (flash drive preferred) of the FOIA copy (if applicable). This copy must include your pricing.
30. The College would expect companies to provide their lowest/best offer when submitting prices. If your lowest/best price is through one of the following consortiums, please include which consortium you used:
- Educational and Institutional Cooperative Services (E & I)
 - U.S. Communities, Government Purchasing Alliance
 - Illinois Department of Central Management Services (CMS)
 - Illinois Community College System Purchasing Consortium (ICCSPC)
 - Illinois Public Higher Education Cooperative (IPHEC)
 - Midwestern Higher Education Compact (MHEC)
 - Sourcewell, formally National Joint Powers Alliance (NJPA)
 - Suburban Purchasing Cooperative (SPC)

Any appropriate discounts and/or special pricing from these consortiums should be applied to this bid.

31. Failure to respond to this bid will result in elimination from the College's bid list. A "NO BID" is considered a valid response. If submitting a "NO BID", please state the reason why.
32. The College is exempt from all taxes. Certificate will be furnished upon request.
33. The Procurement department will verify all price calculations. In the event of an error, the total will be adjusted accordingly. The new adjusted total will be used when awarding the bid.

As noted please submit one original, two copies, one FOIA copy (if applicable) and an electronic version of the FOIA copy (if applicable).

GENERAL CONDITIONS FOR CONSTRUCTION AND MAINTENANCE WORK AT OAKTON COLLEGE, DES PLAINES AND RAY HARTSTEIN CAMPUSES

GENERAL INFORMATION

- 1.01 **Intent:** It is the intent of these specifications (and attached drawings) to establish requirements for the specified project, so as to result in an installation complete in every respect and in perfect working order.

- 1.02 The Facilities Dept Office: Des Plaines, Room 0610;
Phone (847) 635-1780
- 1.03 Questions During Bidding: If any questions arise they should be directed to the Oakton College Purchasing Department.
- 1.04 Coordination: Prior to starting work, the Contractor shall contact the Facilities Department to review contract requirements and to insure complete compliance with contract documents.
- 1.05 Site Investigation:
- A. The Contractor shall visit the areas of proposed work and familiarize himself with all conditions under which he will be obligated to perform the contract. He shall also consult with the Facilities Department so that he may be informed of any restrictions or conditions which could have a direct bearing on his work. Submission of a bid shall be taken as evidence of compliance with this requirement. (Contractor is reminded that adjacent spaces are occupied and that suitable precautions must be taken to limit disruption of normal activities.)
 - B. If the existing conditions of the site are at variance with, and materially affect, the work shown on the Drawings and/or described in the Specifications, the Contractor shall inform the Facilities Department of the conditions at least 5 working days prior to the bid. The Facilities Department shall then issue an addendum clarifying the variance and providing direction regarding how to address the variance.
 - C. No extra charge or compensation will be allowed to the Contractor because of existing conditions which may affect the Contractor's work and which could have been ascertained upon visiting the Site.
- 1.06 Job Conditions and Dimensions: The Contractor shall verify all conditions and dimensions and be responsible for his work conforming to existing conditions. Submittal of bid shall confirm that the Contractor has conformed to this requirement.
- 1.07 Oakton College Security & Safety Requirements:
- A. Signage: Safety and information signage required during construction is the responsibility of the Contractor unless Specifications indicate otherwise.
 - B. Sign In: Contractor's Superintendent or lead man on the job shall "sign in & out" in person or by phone each day with the Facilities Office stating the number of men on the job and location(s).
 - C. All safety considerations must be adhered to.
- 1.08 Codes - Permits - Regulations: The Contractor shall conform with the requirements of all applicable local laws, codes, ordinances and regulations; requirements of the Illinois Community College Board; and, shall comply with all rules and regulations for the issuing of necessary notices, and costs required to be paid in performing the Contract in compliance with Specifications, except as otherwise provided in the Contract Documents. All costs for preparing necessary shop drawings, all necessary

reproductions, and the obtaining of permits and fees shall be included in the Contractor's base price. Final payment of the contract sum will not be approved without receipt of all approved permit drawings.

The contractor shall be responsible for correcting any code violations caused by his work at no additional cost to Oakton College.

Oakton College is not required to obtain local Skokie or Des Plaines permits. It is the requirement of Oakton College and the Illinois Community College Board that all work meet the standards of the local building codes in force at the time the project is constructed.

1.09 Insurance and Contractor's Liability: Prior to beginning work at the work site, the Contractor shall furnish Oakton College satisfactory evidence (subject to approval of Oakton College) that he and his sub-contractors have the following insurance coverage which shall not be canceled or permitted to lapse until final completion and approval of the performance of the contract and shall contain a provision that the policy will not be canceled or changed until 30 days after Oakton Community College has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

Oakton College and any Architects, Engineers or other consultants shall be named as additional insured parties on all Insurance Certificates.

A. Worker's Compensation - Statutory Limit - Employer's Liability \$500,000.00

B. Commercial General Liability

\$1,000,000.00 each occurrence

\$2,000,000.00 each aggregate

Property Damage

\$500,000.00 each occurrence

C. Automobile Liability

\$1,000,000.00 combined single limit

D. Catastrophe (Umbrella) \$3,000,000.00

Liability insurance may be used to satisfy limits

1.10 Material Approval: Contractor shall submit to Oakton College for approval, a list of all subcontractors, product names, pertinent information and shop drawings of all materials and assemblies proposed to be used in the fabrication and installation of all work.

- 1.11 Notification: Contractor shall notify Oakton College 24 hours prior to starting any work. Failure to notify may be reason for Oakton College to refuse admittance of any Contractor's men to facilities. If Contractor leaves job for more than 24 hours, he shall notify Oakton College of date of expected return.
- 1.12 Deliveries: Contractor shall make deliveries only while his personnel are available to accept delivery. Oakton College will not accept responsibility for any material delivered to job site. It shall be the Contractor's responsibility to notify his Suppliers as to what his location is in the buildings and be available to accept deliveries.
- 1.13 Hours of Operation: Buildings will be available to the Contractor for work only between 7 a.m. and 5 p.m., Monday through Friday, unless otherwise approved by Oakton College.
- 1.14 Acceptance of Preceding Work:
- A. Before starting any operation, the Contractor, with the Oakton College Facilities Department shall examine work already performed to which his work adjoins, or is applied. The Contractor shall report to Oakton College any conditions that will prevent satisfactory accomplishments of his contract.
 - B. Failure to notify Oakton College, in writing, of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.
 - C. Failure to notify the Oakton College Facilities Department prior to covering any work may result, at Oakton College's option, in the Contractor having to remove his work for inspection and then reinstall it at no additional charge to Oakton College.
- 1.15 Building Facilities - In General:
- A. The basic facilities necessary to accommodate the Contractor's men and equipment exist. These facilities, however, must be used within their capabilities and in the manner designated by Oakton College. Contractor shall coordinate.
 - B. Contractors shall provide at their own expense, all temporary piping, wiring, drop cords, etc., from existing sources to point of usage including the facilities, valves, etc., necessary to connect the existing sources.
 - C. Each Contractor using these facilities must make his own connections to these energy sources and furnish his own conduit, safety switches, wiring, etc., and remove same at the completion of the work or as directed by Oakton College.
 - D. Contractor shall provide lighting as necessary to adequately illuminate the areas until the normal light sources are installed unless otherwise specified.
 - E. The cost of electric power, water and gas used in the course of the project will be paid by Oakton College.
 - F. The contractor may use Oakton's sanitary facilities, but must keep the facilities clean and available for public use at all times.

- G. Loading Dock Scheduling: The loading dock will not be available to accept deliveries.
- 1.16 Contractor's Property: Oakton College will not be responsible for loss or damage of any of the Contractor's property. Materials remain the Contractor's property until fully installed and accepted by Oakton College. It is recommended that all supplies and equipment be clearly identified by paint or other method.
- 1.17 Supervision: The Contractor shall, at all times during the course of the work, maintain, on the job site qualified supervisors.
- 1.18 Cleaning Up: All debris created during the course of the work shall be removed at the end of each working day to an appropriate trash container and to an appropriate offsite location at or prior to the point when the trash containers are filled. At the completion of the work the contractor shall remove excess materials, tools and equipment from the site and leave the premises in a condition satisfactory to Oakton College.
- 1.19 Final Inspection: When the work is substantially completed, Contractor shall notify the Facilities Department, phone number (847) 635-1780, that work will be ready for inspection on a definite date. Final payment will not be issued until installation is completed.
- 1.20 Guarantee: Contractor shall remedy any defects in material or workmanship at his own expense, which may appear for a period of one year from final acceptance unless otherwise noted in the specifications or in the normal warranty given by the Manufacturer or Contractor.
- 1.21 Parking: Parking is available within the boundaries of the construction area or at designated locations. Failure to follow campus parking and traffic regulations will result in citations being issued.
- 1.22 Trailer & Storage Sites: Trailer parking space is available within the boundaries of the construction area.
- 1.23 Payments: Requests for payment must be submitted to Oakton College via the Facilities Department. The requests must be accompanied by a "waiver-of-lien to date" or "final waiver-of-lien" covering materials and labor from the Contractor and all Subcontractors and Suppliers. The requests must be submitted on AIA Documents G702 and G703 and be accompanied by an invoice indicating the Purchase Order number under which the work is/was being done.
- 1.24 Replacing Ceiling Tiles and Repair of Damage: Contractor shall reinstall any ceiling tiles disturbed by his work and replace any ceiling tiles damaged as a result of his work. Contractor shall repair or replace any building components damaged as a result of his work. Contractor shall notify Oakton College of any holes or other damage that he is aware of in an area which he is working which were not made by his crew.
- 1.25 Shut-down of Utilities: Contractor shall notify Facilities Department at least 2 working days in advance for minor shut-downs and 10 working days in advance for major shut-downs. All arrangements must be made through the Facilities Department.

- 1.26 Prevailing Wages: Not less than the prevailing wage for Cook County shall be paid for labor on this job in accordance with the Illinois Prevailing Wage Act. Please visit the State of Illinois website at <http://www.state.il.us/agency/idol/>, to get a current list for Cook County prevailing wages.
- 1.27 Taxes: Oakton College District 535 is exempt from Federal, State and Local taxes.
- 1.28 Pre-construction and Progress Meetings: A pre-construction meeting will be held prior to beginning work at the site to review the project, project schedule, procedures and any other pertinent topics. Weekly progress meetings shall be held at the site to discuss progress status.
- 1.29 As-built Drawings: The Contractor shall prepare and submit a complete set of as-built drawings, including reproducible blueprints and AutoCAD file, detailing any deviations from the drawings or specifications. The Owner shall supply a set of sepia drawings for the Contractor's use in preparing these drawings.
- 1.30 Changes in the Work: The Owner, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No change shall be made unless in pursuance of a written order from the Owner or his authorized representatives, stating that the Owner has authorized the change, and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of any such change shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed on.
- c) By cost and percentage.

- 1.31 Claim for Extras: If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this contract, he shall give the Owner written notice therefore before proceeding to execute the work. No such claims shall be valid unless so made.
- 1.32 Sexual Harassment:
All successful contractors must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Humans Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum, under the Act, are on file with the District and available to the contractor upon request.
- 1.33 Bid Security:
A certified check or bank draft or bid bond, made payable to Oakton College, shall be submitted with the bid in the amount of **ten (10) percent of your total bid**. The bid security will be forfeited by the successful bidder

in the event of the bidder's failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

1.34 Performance Bonds:

The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to Oakton College, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-/6 or better rated company (as rated by Best's Rating Service). Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance bond and payment bond shall be in an amount equal to one hundred percent (100%) of the contract sum. The cost of bonds shall be included in the bidder's proposal.

BID CHECKLIST

- | | | | |
|-----|--|-----|----|
| 1) | Did you include a company profile? | YES | NO |
| 2) | Did you include the references requested? | YES | NO |
| 3) | Please include the name of your bonding company rated A-/6 or better by Best's for your Performance/Labor and Material Payment Bonds.
Company Name _____

Address _____

City/State/Zip _____

Phone Number _____

Rating _____ | YES | NO |
| 4) | Did you complete and include your fully completed bid price sheets? | YES | NO |
| 5) | Did you attend the mandatory pre-bid meetings? | YES | NO |
| 6) | Did you complete and include the Contractors Certification? | YES | NO |
| 7) | Did you read and do you agree to all terms and specifications as noted in the bid? | YES | NO |
| 8) | Did you include your Bid Security in the form of either a bid bond or cashier's check drawn to the order of Oakton College in the amount of 10% of the base bid price? | YES | NO |
| 9a) | Is your company going to use subcontractors? | YES | NO |
| 9b) | If yes, did you include the name, address, phone number of the subcontractors being used? | YES | NO |
| 10) | Is your company or any subcontractor a Minority Business Enterprise? | YES | NO |
| 11) | If so, is this company registered with the State of Illinois Central Management Services? | YES | NO |
| 12) | Did you include a copy of your bid on a flash drive? | YES | NO |

******THIS BID CHECKLIST SHOULD BE RETURNED WITH YOUR BID******

Company: _____

Signature: _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Notes to Authorized Representatives completing this Designation:

- Under Illinois law, prices and price quotes become public information once the information is announced at the public bid opening and may not thereafter be kept confidential.
- Other information cannot be kept confidential unless it is a trade secret, and is identified as such by the party submitting a proposal at the time of submittal as specified in Section 7(1)(g) of the Illinois Freedom of Information Act (“FOIA”, 5 ILCS 40/7(1)(g)).
- “Trade secret” as defined in Section 2(d) of the Illinois Trade Secrets Act (765 ILCS 1065/2(d)) means information, including but not limited to technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that: (1) is sufficiently secret to derive actual or potential economic value from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts to maintain its secrecy or confidentiality that are reasonable under the circumstances.

* * * *

The attached material submitted in this Response to Oakton College Bid #0208-23-03 for **Pedestrian and Bicycle Pathway Improvement** includes trade secrets and / or commercial or financial information that is proprietary, privileged, or confidential. The disclosure of specifically identified content within the material would cause competitive harm to:

(insert name of individual or company submitting the response)

as further explained below, such that it may be kept confidential under 5 ILCS 40/7(1)(g).

We request that the pages or parts of pages of this Response, as next indicated, be treated as confidential material and not be released without the prior written approval of our Authorized Representative named on the following page.

Section	Page #(s)	Topic	Why disclosure would cause competitive harm

If the designation of this information as confidential is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality, and agrees to hold the College harmless for any costs, damages, or penalties arising out of the College's agreeing to withhold the information.

Failure to complete and include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to inspection and copying. The College considers other markings of "confidential" in the bid/proposal documents to be insufficient. The undersigned agrees to hold the College harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Type or Print

E-mail address: _____

Date: _____

Please be sure to include one copy of your bid response that has confidential and/or proprietary information removed/redacted. Please mark this as "FOIA Copy."

The College will use this copy at the public bid/RFP opening, and this copy must include your pricing.

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR CONSTRUCTION
PEDESTRIAN & BICYCLE PATH IMPROVEMENTS

OAKTON COLLEGE
1600 E. GOLF RD
DES PLAINES, ILLINOIS

PROJECT MANAGER – JIM FRAYN, P.E.
MANHARD CONSULTING, LTD.
ONE OVERLOOK POINT, SUITE 290
LINCOLNSHIRE, ILLINOIS 60069
(847) 634-5550

ADDRESS ALL COMMUNICATION REGARDING THIS WORK TO:

Joe Scifo, Director of Facilities, jscifo@oakton.edu
Rich Schwass, Construction Manager, rschwass@oakton.edu
Jim Frayn, Manhard Consulting at jfrayn@manhard.com
Trinh Than, Purchasing Manager, tthan@oakton.edu

STANDARD SPECIFICATIONS

All work on this project shall be constructed in accordance with the "Standard Specifications for Road and Bridge Construction", January 1, 2012, adopted by the Department of Transportation (IDOT), State of Illinois, the most recent "Supplemental Specifications and Recurring Special Provisions" from IDOT, and the "Standard Specifications for Water and Sewer Main Construction in Illinois", ISPE, most recent edition.

SUPPLEMENTARY GENERAL CONDITIONS

The following Supplementary General Conditions Supplement the Standard Specifications and the General Conditions for Construction and Maintenance Work at Oakton College.

CONSTRUCTION STAKING

1.0 GENERAL

- 1.1 Line and grade staking: The CONTRACTOR shall be responsible for all construction staking, and shall provide such ordinary labor as may be required by the Engineer to check lines and grades and make other necessary measurements.
- 1.2 The frame elevations will be set based on actual finished elevation of the surrounding surface or other existing control and are subject to minor adjustment at no additional cost to the College.
- 1.3 The work shall be constructed to the lines, grades, and cross sections indicated on the Contract Drawings, unless otherwise directed by the Engineer. The Engineer reserves the right to make changes in the lines, grades and cross sections as may be deemed necessary during the progress of the work. Such minor changes in the line and grade shall not change the payment to the Contractor for such work.
- 1.4 All improvements shall be true both horizontally and vertically.

END

SUBMITTALS AND SUBSTITUTIONS

1.0 GENERAL

1.1 DESCRIPTION:

1.1.1 Work Included:

- 1.1.1.1 Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, referenced to recognized industry and government standards, or description of required attributes and performance.
- 1.1.1.2 To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Engineer.
- 1.1.1.3 Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.2 QUALITY ASSURANCE:

- 1.2.1 Coordination of Submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify

that this coordination has been performed.

1.2.2 Certificates of Compliance:

1.2.2.1 Certify that all materials used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.

1.2.2.2 Show on each certification the name and location of the work, name and address of Contractor, quantity and date or dates of the shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

1.3 REQUIRED SUBMITTALS:

1.3.1 Submit Shop Drawings and Manufacturer's Literature for each of the following:

1.3.1.1 Hot Mix Asphalt Mix Designs – As specified in contract documents

1.3.1.2 Concrete Mix Designs – As specified in contract documents

END

TESTING LABORATORY SERVICES

1.0 GENERAL

1.1 DESCRIPTION:

1.1.1 Work Included: Throughout the construction the Project Engineer may require the Contractor to perform testing of various materials or installed items. The Contractor shall provide all material and assistance needed to perform inspection and testing required under pertinent other sections of these specifications.

1.1.2 Work included in this Section: The testing company must be approved by the Project Engineer. Hot Mix Asphalt nuclear density testing is required for all patching operations. It is anticipated that a testing company will need to be on-site for a few hours that day that patching operations are done. Plant testing of hot-mix asphalt materials will not be required (as long as the material is from an approved IDOT source). This testing shall be paid for by the contractor and is incidental to the pay items.

a) Asphalt Testing in accordance with IDOT specifications.

2.0 PROCEDURES

2.1 COOPERATION WITH TESTING LABORATORY: Representatives of the testing laboratory shall have access to the work at all times. Provide facilities for such access in order that the laboratory may properly perform its function.

2.2 CONDUCT OF INSPECTING:

- 2.2.1 Notification: To permit the Project Engineer to schedule testing services, notify the Project Engineer not less than 48 hours in advance when testing will be required.
- 2.2.2 Reimbursement of Testing Costs: When Project Engineer has dispatched personnel to witness inspection or testing, and the inspecting or testing has been delayed without proper notification to the Project Engineer, the contractor shall reimburse all associated costs arising by virtue of lack of notification.

END

SITE PROTECTION AND ACCESS

1.0 GENERAL

- 1.1 The proposed improvements have been located to facilitate access to the work and to prevent damage to planting and other areas outside the limits of work. The Contractor is not permitted to stockpile material or equipment in any area off the project site unless he has received approval to do so from the Project Engineer and property owners in writing.
- 1.2 All areas which have been disturbed during the construction, for which a specific proposal item has not been established, shall be incidental to the contract. All items to be replaced shall be replaced in similar kind to that which was removed.
- 1.3 All traffic controls, barricades, flagmen, or anything else necessary for construction of the improvements shall be provided by the Contractor and incidental to the contract. The following guidelines shall be adhered to by the Contractor unless written permission to deviate from these guidelines is secured in advance from the Project Engineer.
 - 1.3.1 Twenty-four hours prior to closing or blocking any lanes or sidewalks, the Contractor shall notify Oakton College as to the schedule and duration of the restriction or closing.
 - 1.3.2 At least one lane sufficient and appropriate for vehicular passage shall be maintained on all streets during working hours. All excavations, stockpiles, spoil piles, and equipment must be adequately protected by moveable barricades with operating flashing lights.
- 1.4 Access via local roadways is limited to loads permitted or posted. Use of these roadways shall be at direction of the Engineer and the City of Des Plaines.
- 1.5 Barricades, warning signs and flagged-off-areas must be established to warn individuals of the construction modifications. Alternative parking, drive and access must be provided by the Contractor prior to any closure during these site improvements.
- 1.6 All construction traffic must access the site via Golf Road.

END

CLEANING

1.0 GENERAL

1.1 SAFETY CLEANING:

1.1.1 Safety Cleaning: The contractor is responsible for safety cleaning, which includes but is not limited to the following:

1.1.1.1 Keep work areas free of dirt, rubbish, debris and scrap.

1.1.1.2 Backfill progressively after any underground utility installation.

1.1.1.3 Remove spills of oil, grease, or other liquids immediately or sprinkle with sand.

1.2 PROGRESS CLEANING:

1.2.1 The Contractor shall remove his rubbish and debris from site promptly upon its accumulation, and prior to general cleanup.

1.2.2 The Contractor shall make daily cleaning of adjacent roadways before leaving the construction site at the end of each work day. Cleaning may be required more frequently if excessive mud buildup of over one-half inch (1/2") occurs. The Contractor must completely remove dirt from roadway and shall not simply push it to the shoulder or curb. IDOT Permit requirements and safety concerns may require more frequent cleaning.

1.3 DUST

1.3.1 If, during the process of work, the work areas become dusty due to vehicle traffic in these work areas, the Engineer may order the placement of calcium chloride or washing the street, or both. This activity is considered incidental to the contract work and is not an extra pay item.

1.4 FINAL CLEANING:

1.4.1 Immediately prior to substantial completion, the Contractor shall perform thorough cleaning so as to put all such work in a complete and finished condition ready for acceptance and the use intended.

END

PROJECT RECORDS

1.0 GENERAL

- 1.1 During progress of the work, the contractor shall maintain on the job site one (1) set of drawings upon which he shall keep an accurate record of final location of each completed part of the work. The Project Engineer will review this record set of drawings each week and will advise the Contractor if final positions are within the tolerance required for proper design.
- 1.2 Upon completion of all work called for herein, the Contractor's final marked set of prints shall be turned over to the Project Engineer with other drawings called for in the Contract Documents.

END

STORM WATER MANAGEMENT AND EROSION CONTROL PLAN

1.0 GENERAL

All areas of the site must drain freely during the project. Blockage of normal or emergency flow will not be permitted, although pumping of normal flow and groundwater is anticipated. The purpose of this provision is to avoid unnecessary property damage.

END

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2012 (as indicated on the check sheet included herein) and the latest edition of the Illinois Manual on Uniform Control Devices for Streets and Highways", in effect on the date of invitation for proposals, and the current edition of the "Standard Specifications for Watermain and Sewer Construction in Illinois". These Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

SPECIAL PROVISIONS

A. START OF CONSTRUCTION / CONSTRUCTION SCHEDULE

The construction schedule for the project will be as follows:

- **April 25, 2023**

B. TIME OF COMPLETION

Final completion dates for all work on this project has been specified as **November 30, 2023**. Liquidated damages will be assessed after this date. The liquidated damages will be \$1,000 per day.

C. NOTIFICATION

The College requires 24 hours' notice in advance of any roadway closures.

D. EXCESS SPOILS

The project will generate excess spoils that need to be removed from the site at the contractor's expense to an offsite location chosen and paid for by the contractor. The contractor is responsible for obtaining CCDD clearance for all spoils removed from the site. The College at the College's expense will retain a 3rd party soils consultant to perform the CCDD testing. For purposes of the base bid, the contractor can assume all of the spoils will meet CCDD guidelines for typical non-contaminated disposal. The bid sheet contains a line item for special disposal to a special waste handler for any contaminated spoils that may be encountered which will be paid on a CY basis.

E. UNDERCUTTING

This item consists of unsuitable soil removal under the proposed path or retaining walls as marked out by the owner's representative. The undercutting shall consist of removing the unsuitable soils, placement fabric, 3" stone and CA-7 aggregate. All work required to complete this pay item shall be included with this item. Work not specified, but required, shall be considered incidental to this pay item.

Payment for undercutting will be per square yard for the fabric and CY for unsuitable soil disposal at an offsite location paid for and chosen by the contractor, placement of 3" stone and CA-7. The bid sheet contains a budget of quantities for each of these items but will only be paid for actual work performed and only when approved by the owner's onsite representative.

F. PAYMENT AND PERFORMANCE BOND (SPECIAL)

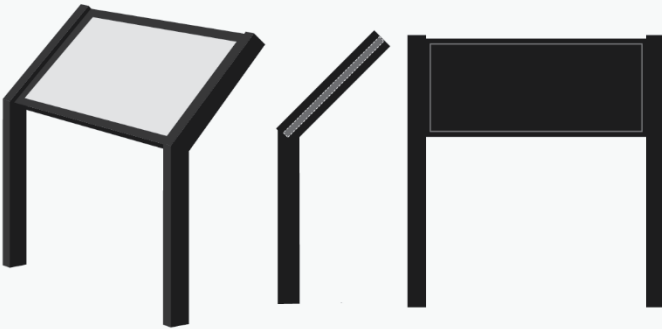

This item consists of the contractor providing a Payment and Performance Bond in accordance with the contract documents and the requirements of the College.

All work required to complete this pay item shall be included with this item. Work not specified, but required, shall be considered incidental to this pay item.

Payment for Payment and Performance Bond (Special) will be per lump sum and is to include all items of work as specified or as required.


G. CCFPD VACKER SIGN

24" X 42" Sign installed with concrete post holes for the CCFPD in accordance with manufacture's specifications. The location of the sign to be determined in the field after construction of the pathway improvements.




NPS Cantilever Style
This low profile base features 2"x 3" wide support posts extending from the front of the frame resulting in a sleeker look than the traditional style. Includes drive rivets for assembly.

Panel Size
18Hx24W
18Hx36W
24Hx36W
24Hx42W



Surface mount application:
Optional surface mount plates available.



vackersign.com | (877) 487-3101 | (651) 487-3100

END OF SECTION

PEDESTRIAN PATH – DES PLAINES CAMPUS

The work includes providing all necessary labor, material and equipment to complete all the path and related improvements as detailed in the contract documents for the Des Plaines Campus of Oakton College.

BID - SCHEDULE OF PRICES BASE BID

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I – EXCAVATION AND GRADING IMPROVEMENTS					
1	Mobilization		LUMP SUM		
2	Silt Fence (Non-Wire Back)		LF		
3	Erosion Eel		LF		
4	Silt Dike		LF		
5	Concrete Washout		EACH		
6	Construction Entrance		LUMP SUM		
7	Tree Removal - 6" to 15" Diameter		EACH		
8	Tree Removal - over 15" Diameter		EACH		
9	Topsoil Striping, Clay Excavation and Embankment		CY		
10	6" Topsoil Respread		SY		
11	Erosion Control Blanket (NAG DS-75)		SY		
12	Restoration with Woodland Species Seed Mix		SY		
13	Restoration with Mesic Prairie Seed Mix		SY		
14	Spoils Export and Disposal Offsite – Clean Material		CY		
15	Segmental Block Retaining Wall		SF		
16*					
17*					
TOTAL SCHEDULE I – EXCAVATION AND GRADING IMPROVEMENTS					

SCHEDULE II - UNDERGROUND IMPROVEMENTS

STORM SEWER IMPROVEMENTS					
1	8" HDPE Pipe				
2	12" RCP Storm Sewer Pipe		LF		
3	18" RCP Storm Sewer Pipe		LF		
4	24" RCP Storm Sewer Pipe		LF		
5	8" HDPE Flared End Section		EACH		
6	Precast Concrete Flared End Section w/Grate 12"		EACH		
7	Precast Concrete Flared End Section w/Grate 18"		EACH		
8	Precast Concrete Flared End Section w/Grate 24"		EACH		
9	2"-0" Diameter Inlet		EACH		
10	4'-0" Diameter Manhole		EACH		
11	Storm Sewer to be Removed		LF		
12	FES to be Removed		EACH		
13	Inlet Filter		EACH		
14*					
15*					
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE III - ROADWAY IMPROVEMENTS					
1	Subgrade Preparation - Fine Grading		SY		
2	Aggregate Base Course - 4"		SY		
3	Aggregate Base Course - 8" (Shoulder)		SY		
4	Hot-Mix Asphalt Binder Course, N50 - 2.5"		SY		
5	Hot-Mix Asphalt Surface Course, N50 - 1.5"		SY		
6	Hot-Mix Asphalt Surface Course, N50 - 4"		SY		
7	Concrete Curb Type B-6.12		LF		
8	Curb & Gutter Removal		LF		
9	Pavement Removal		SY		
10	PCC Sidewalk - 5" with Subbase		SF		
11	Sidewalk Removal		SF		
12	Guardrail, IDOT Spec 630001		LF		
13	Guardrail Terminal, Type 1 Special, IDOT Spec 630301		EACH		
14	Metal Cable Guardrail, Gibraltar TL4		LF		
15	Relocate Traffic Signs		EACH		
16	Wooden Split-Rail Fence		LF		
17	Guardrail Removal		LF		
18	CCFPD Vacker Sign – 24" x 42" including concrete post holes	1	EA		
19	Bench with concrete base	2	EA		
20*					
21*					
22*					
TOTAL SCHEDULE III – ROADWAY IMPROVEMENTS					
SUBTOTAL SCHEDULES I-III – LUMP SUM BID ITEMS					
SCHEDULE IV – UNIT PRICE BID ITEMS					
	Fabric in undercutting areas per specifications	300	SY		
	Undercutting soil per specifications, placement of 3" rock and CA-7 including disposal of undercut material offsite at location chosen and paid for by contractor	400	CY		
	Removal and disposal offsite of unforeseen debris or material encountered during excavation	100	CY		
SUBTOTAL UNIT PRICE BID ITEMS					
TOTAL BID – SCHEDULES I-IV					
MISCELLANIOUS UNIT PRICE ITEMS					
	Disposal of material to special waste handler	TBD	CY		TBD

1. Contractor is responsible for determining all quantities and/or any additional items that may be necessary for construction. Any additional items deemed to be necessary shall be brought to the attention of the Owner and Engineer, and quantities and pricing shall be included herein using line items noted with a “*”.
2. Contractor to provide costs for each line item or specify as "Included."
3. Unit Price Items will be paid based on actual quantities measured in field as approved by engineer. Quantities shown are for budgeting purposes only.

Company: _____

Signature: _____ Email: _____

_____ as part of its Proposal on a contract for:
(Name of Contractor)

Pedestrian & Bicycle Path Improvements
Oakton College
Des Plaines and Skokie, Illinois

To:

Oakton College
1600 East Golf Road
Des Plaines, Illinois

and pursuant to Illinois Revised Statutes, Chapter 38, Article 33E, Public Contracts, hereby certifies that said Contractor is not barred from bidding or contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of said statute.

By: _____
(Authorized Agent of the Contractor)

Title

Subscribed and sworn to
before me this _____
day of _____, 20__

Notary Public

Seal:

SECTION 00510
NONCOLLUSION PART 2

CONTRACTOR'S CERTIFICATION
(Upon Contract Execution)

_____, Having executed a contract for the:

Pedestrian & Bicycle Path Improvements
Oakton College
Des Plaines and Skokie, Illinois

To:

Oakton College
1600 East Golf Road
Des Plaines, Illinois

hereby certifies that said Contractor is not barred from executing said Contract as a result of a violation of either Section 33E-3 or 33E-4, Article of Chapter 720 of the Illinois Compiled Statutes.

By: _____
(Authorized Agent of the Contractor)

Title

Subscribed and sworn to
before me this _____
day of _____, 20__

Notary Public

Seal:

SECTION 00570
HOLD HARMLESS AGREEMENT

OWNER: Oakton College
1600 East Golf Road
Des Plaines, Illinois

STATE OF ILLINOIS

COUNTY OF COOK

_____ (company name) agrees to indemnify, hold harmless and defend Owner, its consultants for this project, agents, servants and employees, Manhard Consulting, Ltd. (Engineers), and its subconsultants, and each of them against and hold them harmless from any liability, loss, cost, damages and claims, cause of action, demands, rights, costs loss of service expenses, compensation, and expenses (including reasonable attorney's fees and court costs) which the undersigned or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, resulting from, arising out of, or incurred by reason of claims, actions, or suits based upon or alleging bodily injury, including death, or property damages arising out of, or resulting from the Contractors operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them

Signed this _____ day of _____, 20__

By: _____

Title: _____

Address: _____

STATE OF ILLINOIS

COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
_____ appeared

(Name of Signatory)

before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

DATED: _____

(NOTARY SEAL)

Notary Public

PROPOSAL

**PEDESTRIAN AND BICYCLE PATH IMPROVEMENTS
DES PLAINES, ILLINOIS**

**To: Board of Trustees
Oakton College**

The undersigned hereby certifies that he is familiar with all the local conditions affecting the cost of the work, and hereby proposes to furnish all labor, materials, tools, and equipment necessary to perform and complete in a thorough workmanlike manner, the construction of specified improvements to Oakton College.

The undersigned further agrees to furnish the required performance and payment bond of 110 percent of the contract and to enter into a contract no earlier than **March 25, 2023**. The undersigned further agrees to complete all construction prior to **November 30, 2023** and to complete all work covered by this bid in accordance with the stipulated conditions and requirements as specified.

Accompanying this bid is a _____
(Bid Bond, Bank Cashier's Check or Certified Check)

in the amount of dollars (_____), being ten percent (10%) of the Contract Proposal.

I hereby certify that all statements herein are made of _____
(name and address of corporation, partnership or person submitting proposal)

in the City of _____, State of _____; and that I have examined and carefully prepared this Proposal from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have full authority to make such statements, and submit this Proposal on its/their behalf; and that the said statements are true and correct.

This Bid has incorporated addenda numbers: _____

SUBCONTRACTORS OR SUPPLIERS

PORTION OF WORK

A. CORPORATION

The bidder is a corporation organized under the laws of the State of _____

Duly authorized officer's signature

Title

CORPORATE SEAL

B. PARTNERSHIP

The bidder is a co-partnership consisting of individual partners whose full names are listed below:

(Print) _____

(Partner's Title) _____

C. INDIVIDUAL

The bidder is an individual.

(Individual's Signature)

(A, B, or C Notarize)

Sworn and subscribed to me

on this _____ day of _____, 20____.

(Notary Public or other officer
authorized to administer oaths)

My commission expires _____

SAMPLE FORM OF CONTRACT

AND

SAMPLE CONTRACT BOND



Contract

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the _____ of _____
acting by and through its _____ known as the party of the first part, and
_____ his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section _____, _____
in _____, approved by the Department of Transportation of the
State of Illinois _____, are essential documents of this contract and are a part hereof.
Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The _____ of _____
_____ Clerk By _____
(Seal) _____
Party of the First Part

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Contract Bond

Route _____
County _____
Local Agency _____
Section _____

We, _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name) _____
By: _____ By: _____
(Signature & Title) (Signature & Title)
Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public **(SEAL)**

SURETY

(Name of Surety) _____ By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. **(SEAL)**
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public **(SEAL)**

Approved this _____ day of _____, A.D. _____

Attest: _____

Clerk _____ (Awarding Authority)

(Chairman/Mayor/President)



Route _____
County _____
Local Agency _____
Section _____

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name) _____ (Company Name) _____
By: _____ (Signature and Title) By: _____ (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety) _____ By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____ (Notary Public)

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date