

PROPOSAL SUBMITTED BY:

Contractor's Name

Address

City *Zip*

Phone

SPECIFICATIONS AND PROPOSAL FOR:

***Palatine Township Road District
& Village of Inverness joint purchase of:***

***Bulk Treated Road Salt
Delivered,
for 2011-2012 winter season.***

***To be constructed or provided under the applicable
Provisions of THE ILLINOIS HIGHWAY CODE,
And the latest edition of the STATE STANDARD
SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION prepared by the Illinois
Department of Transportation.***

**BIDS DUE
12:00 (noon)
Monday
April 25, 2011**

BY ORDER OF:

***John D. Powers
Palatine Township Highway Commissioner***

GENERAL PROVISIONS:

- (1.) Sealed bids shall be due no later than 12:00 noon on Monday, April 25th, 2011 and shall be submitted on the forms herein provided.*
- (2.) The Highway Commissioner reserves the right to reject any, or all, proposals and to accept the whole, or part of, a proposal, and to waive any technicalities.*
- (3.) The bidder shall set forth the price at which he proposes to furnish the items per unit and delivered to the Township and Village stockpiles.*
- (4.) The Highway Commissioner/ Village Administrator shall give the successful bidder shipping instructions within a reasonable time before the items are to be required; the successful bidder shall, within a reasonable time after the receipt of such instructions, ship the items as requested.*
- (5.) If the successful bidder shall fail, or refuse to, furnish any part of the items required, the Highway Commissioner/ Village Administrator shall have the right to purchase the amount required, but not furnished, on the open market and charge the difference to the successful bidder.*
- (6.) The items shall meet the minimum requirements of the State Standard Specifications For Road and Bridge Construction prepared by the Illinois Department of Transportation, and supplemental amendment or revision.*
- (7.) The successful bidder, within 15 days of the date the contract is awarded, shall execute and deliver to the Palatine Township Highway Commissioner a surety bond in the sum of not less than one hundred (100%) percent of the established amount of the contract. The bond must be issued by a surety licensed to do business in the State of Illinois and shall be conditioned on the faithful performance and completion of the bidders contract.*
- (8.) NO CONTRACT SHALL BE AWARDED until all bids have been submitted to the Cook County Superintendent of Highways for review and the required 'Request for Approval' received.*
- (9.) Proposals shall be delivered or mailed to the Palatine Township Road District garage at 530 North Smith Street, Palatine, IL 60067; or mailed to 721 S. Quentin Rd. Palatine, Illinois 60067.*
- (10.) Every thirty days upon satisfactory delivery of the required items, a warrant shall be issued to the Treasurer of the Palatine Township Road and Bridge Fund for the payment of such deliveries of the required items, and signed by the highway commissioner. The same shall be applied to the Village of Inverness and its administrator.*
- (11.) It is understood that the quantities listed are estimated, and the amount to be delivered may be varied as the Highway Commissioner / Village Administrator may direct.*
- (12.) The Highway Commissioner / Village Administrator reserves the right to increase the amount of the items to be delivered provided the total amount of such increase does not exceed twenty-five (25%) of the original contract price. Should any change in the quantities be made, the successful bidder shall perform the work as increased, or decreased, at the original contract price. No allowances shall be made for anticipated profits by such changes, nor shall such changes be considered as waiving or invalidating any condition or provision of the contract.*
- (13.) The Highway Commissioner/ Village Administrator may cancel their respective portion of the contract or any part thereof.*
- (14) ALL SEALED BIDS WILL BE OPENED AT 6:45 PM. Monday the 25th day of April, 2011 at THE PALATINE TOWNSHIP OFFICE, LOCATED AT 721 S. QUENTIN RD. PALATINE, ILLINOIS.***

**SPECIAL PROVISION
FOR
PROPOSAL GUARANTY:**

PROPOSAL GUARANTY:

Each proposal shall be accompanied by either a bank draft drawn on a New York, Chicago or St. Louis Exchange, or by a bank cashier's check or a properly drawn certified check for not less than five (5%) of the amount of the bid, or for the amount specified in the following schedule:

<u>AMOUNT OF BID</u>	<u>PROPOSAL GUARANTY</u>
<i>\$ 5,000 - 10,000</i>	<i>\$ 300</i>
<i>10,000 - 50,000</i>	<i>1,000</i>
<i>50,000 - 100,000</i>	<i>3,000</i>
<i>100,000 - 150,000</i>	<i>5,000</i>
<i>150,000 - 250,000</i>	<i>7,000</i>
<i>250,000 - 300,000</i>	<i>10,000</i>

If a combination bid is submitted, the proposal guarantees which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

Checks shall be made payable to the Palatine Township Highway Commissioner, Road and Bridge Fund. The proposal guaranty checks of all except the two lowest bidders shall be returned promptly after the proposals have been checked and tabulated. Proposal guaranty checks of the two lowest bidders shall be returned as soon as the Request for Approval from the County Superintendent of Highways has been received, and the contract and contract bond of the successful bidder has been executed, approved and filed with the Highway Commissioner.

**NOTICE: IF A BID BOND IS TO BE USED IN LIEU OF PROPOSAL GUARANTY
ENCLOSED IDOT FORM MUST BE USED.**



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 _____

DESCRIPTION OF IMPROVEMENT, OR ITEMS REQUIRED:

Contractor shall maintain sufficient stockpiles to supply bulk treated road salt for highway de-icing purposes for the winter season of 2011-2012 ending April 30th 2012.

- ***Palatine Township Road District 2500 tons***
- ***Village of Inverness1600 tons***

The bidder/ Contractor agrees to complete the work within days or by unless additional time is granted by the Highway Commissioner. A penalty in the amount of per working day shall be applied against the successful bidder in the event the work is not completed by the specified date.

--- A 'Certificate of Insurance' will be required with the submission of this bid.

--- Prequalification of the bidder by the Illinois Department of Transportation () WILL (X) WILL NOT be required as part of this bid.

--- An Affidavit of Availability () WILL (X) WILL NOT be required as apart of this bid.

--- The bidder shall provide a proposed construction calendar to insure the orderly and continuous progression of the work.

--- The successful bidder shall dispose of all debris and waste daily at an approved landfill or disposal site.

SPECIAL PROVISIONS:

The following special provisions supplement the specifications and in case of conflict with any part or parts of said specification these special provisions shall take precedence and shall govern:

The bulk treated road salt shall be delivered within 32 hours after it is ordered, or during the next regular business day. In the event the supplier cannot make delivery during the regular business hours it shall be the responsibility of the supplier to notify the Township or the Village of the anticipated hour of delivery, in order that the Township or Village can make necessary arrangements to man its unloading point.

The supplier shall maintain sufficient stockpiles of reserve to supply up to 125% of the contract amount from November 15, 2011 thru April 30, 2012.

NO ALLOWANCES will be made for wintertime hazards encountered during the supply of stockpiles by truck, barge, rail, or other means of transportation.

The supplier shall state the location of the stockpile(s) from which the salt will be shipped, his business address, phone number and name of a representative who can be contacted in the event of an emergency.

The Township and Village shall place all orders with the office of the supplier and it shall be the supplier's responsibility to arrange delivery schedules with the shipper.

The Township and Village shall be invoiced separately for their respective orders.

STOCKPILE _____

PRIMARY SHIPPING AGENT _____

ADDRESS _____

REPRESENTATIVE _____ **PHONE** _____

EMERGENCY PHONE _____

**SPECIAL PROVISION FOR
INSURANCE REQUIREMENTS:**

Not later than the time of the award of the contract, and the execution of the surety bond, the successful bidder shall deposit with the Palatine Township Highway Commissioner the following:

(1.) One (1) original and (1) copy, evidence Owner's Protective Liability Insurance Policy naming the Palatine Township Highway Commissioner, Palatine Township and the Village of Inverness as the insured. The amounts of insurance shall be two million (\$2,000,000.00) dollars per occurrence for bodily injury and two million (\$2,000,000.00) dollars per occurrence for property damage.

***ANY RESTRICTION OR LIMITATION COVERAGE AS RESPECTS
PUNITIVE OR EXEMPLARY DAMAGES IS NOT ACCEPTABLE.***

(2.) Contractor's insurance- The contractor shall furnish the Highway Commissioner certificates, in duplicate, from the contractor's insurance company evidencing insurance coverage required in the following paragraphs.

"This insurance specially covers liability assumed by the insured under this contract."

The certificates shall stipulate that the insurance shall not be cancelled or changed while the work is in progress without thirty days prior notice by Certified Mail to the Highway Commissioner.

The Contractor shall provide and maintain the following:

(1.) Workman Compensation, Occupational Disease and Employers Liability as required by the laws of the State of Illinois and to the minimum statutory limits prescribed by such regulations. If any of the work is sublet, the contractor shall require his sub-contractor to provide the same insurance for the latter employees, unless such employees are covered by the contractors insurance.

(2.) Liability Insurance- Comprehensive form coverage on all operations, including property damage to property physically controlled, protective, products, and contractual liability, the motor vehicle liability owned, non-owned and hired.

The amounts shall be two million (\$2,000,000.00) per occurrence for bodily injury and two million (\$2,000,000.00) per occurrence for property damage.

The insurance companies shall be licensed to do business in Illinois.

**SPECIAL PROVISIONS
FOR
FAIR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts (The most current Cook County prevailing wage publication shall apply). If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there-under.

*Form LR120
(1-80)
Sheet 1 of 2*

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rule and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

**Palatine Township Road District
Schedule of Prices**

*Palatine Township Road District
530 N. Smith Street
Palatine, Illinois 60067*

ITEM #	ITEMS	QUANTITIES	UNIT PRICES	AMOUNTS
1	<p>Treated bulk sodium chloride rock salt for snow and ice control operations, treated with Prussian Blue (PB ferric ferrocyanide) Yellow prussiate of soda (YPS, sodium ferrocyanide) to prevent caking and contributes a distinct blue color.* 20 ton minimum dump truck loads delivery.</p> <p>Passing: 1/2" sieve 100% 3/8" sieve 96% # 4 sieve 30 - 74% # 8 sieve 14 - 37% # 30 sieve less than 15%%</p> <p>The rock salt furnished shall be fresh rock salt, no reclaimed salt shall be accepted. The salt shall be free of all foreign matter.</p> <p>ROAD DISTRICT GARAGE, 530 N. Smith Street Palatine, Il. 60067. DELIVERY HOURS: 6:30 am. thru 3:pm. PHONE: 847/358-6336 847/991-0358 EMERGENCY ONLY Emergency hours, or for after hours delivery, or for Saturday or Sunday delivery arrangements, contact above telephone numbers.</p>	2500 TONS		
TOTAL				

**Village of Inverness
Schedule of Prices**

*Village of Inverness
1400 W. Baldwin Road
Inverness, Illinois 60067*

ITEM #	ITEMS	QUANTITIES	UNIT PRICES	AMOUNTS
1	<p>Treated bulk sodium chloride rock salt for snow and ice control operations, treated with Prussian Blue (PB ferric ferrocyanide) Yellow prussiate of soda (YPS, sodium ferrocyanide) to prevent caking and contributes a distinct blue color.* 20 ton minimum dump truck loads delivery.</p> <p>Passing: 1/2" sieve 100% 3/8" sieve 96% # 4 sieve 30 - 74% # 8 sieve 14 - 37% # 30 sieve less than 15%%</p> <p>The rock salt furnished shall be fresh rock salt, no reclaimed salt shall be accepted. The salt shall be free of all foreign matter.</p> <p>Village of Inverness ship to: Roesner Trucking 1204 W. Colfax Street Palatine, Il. 60067 DELIVERY HOURS: Contractor to call with delivery time and date. PHONE: 847/358-3441</p>	1600 TONS		
TOTAL				

* any changes in specifications should be noted and attached to bid!

(if an individual)

Name of Bidder _____

Signature of Bidder _____ *(seal)*

Business Address _____

(if a co-partnership)

Firm Name _____

Signed By _____

Business Address _____

**Insert names and
address of all
members of the
firm.**

(if a corporation)

Corporate Name _____

Signed By _____

Authorized Agent

Business Address _____

(corporate seal)

**Insert
names of
officers**

President _____

Secretary _____

Treasurer _____

Attest _____
Secretary

*Special Provisions
for
Bidding Requirements*

Any erasures or alterations in the unit prices and/ or in the products of the respective quantities and unit prices in this proposal, must be properly authenticated by the bidder by initialing in ink such erasures or alterations to avoid course for rejection of the proposal.