

 **Contract Proposal
Homer Township Highway Department**
14500 W. 151st Street
Homer Glen, IL 60491
PH: 708-301-0246
davem@homertownship.com

***THIS FORM MUST BE FULLY COMPLETED AND RETURNED WITH ALL PROPOSALS, QUOTES OR CONTRACTS.***

Service requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Work/Delivery site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Description of work or service to be performed and/or attached Scope of Work to be quoted:
(attach any bid, estimate, or proposal documents in addition to the description provided)

ANY CHANGE ORDERS ARE SUBJECT TO RE-APPROVAL, RE-BIDDING, AND/OR OTHER APPLICABLE REQUIREMENTS PURSUANT TO LAW.

Organizations doing business with Homer Township Road District, a publicly funded entity, must meet the following requirements as applicable and provide verification of same. If your proposal is approved by Homer Township Road District these requirements and verification must be provided ***before*** service can begin:

* Certificate of Liability Insurance & Endorsements indicating Workers’ Compensation for employees and listing Homer Township Road District as additional insured (see pg. 2 for details)
* Secure permits in the locality for which the work is being performed; if required
* Pay Prevailing Wage and provide monthly certified payroll as required by the Illinois Prevailing Wage Act (see pg. 2 for details)
* Completed W-9
* Copy of License (Business, State, Will County, Professional, Village, Other)
* Attach completed Bid Form as required.

**VENDOR/CONTRACTOR INFORMATION**

Vendor/Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Business Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Years in Operation: \_\_\_\_\_\_\_\_\_ Are subcontractors being used for this project \_\_\_\_\_? If so, please list: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Certificate of Liability Insurance**- contractors and vendors that do business with Homer Township Road District or upon Homer Township Road District property must furnish this type of Certificate of Insurance to the township prior to providing a contract or service. On the certificate, in the section labeled ***“Description of Operation” it must read as follows- Homer Township additional insured, “Certificate Holder” must read as follows- Homer Township Road District, 14500 W. 151st Street, Homer Glen, IL 60491. A copy of the endorsement page may be required.*
*Homer Township Road District must be named as additional insured with the following minimum limits.****Homer Township reserves the right to increase coverage limits at their discretion.
Minimum* Insurance Recommendations-

Type of Coverage: Limits:

Comprehensive General Liability
Bodily Injury/Property Damage $1,000,000 Combined Single Limit

Automobile Liability
Bodily Injury/Property Damage $1,000,000 Combined Single Limit

Workers Compensation A. Statutory
 B. $500,000 each accident

Warranty information and manuals must be provided once the project is complete and prior to final payment being issued by Homer Township Road District.

Consult (30 ILCS 550/) Public Construction Bond Act for requirements on projects over $50,000.00.

**Prevailing Wage-** This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.
I, as the authorized Vendor/Contractor, do hereby certify to the best of my knowledge and belief, the submitted information is true, correct and complete. I certify that the filing of this proposal has been duly approved by the company I represent. I acknowledge that I have read and agree to comply with all requirements and understand that my proposal could be denied or rejected if compliance has not been met. I further agree to provide Homer Township Road District with a certified payroll by the 10th of the month immediately preceding the public works project (as required per Act) and understand that payment will not be issued until received.

**Additional Terms & Conditions**

The Road District shall pay Vendor/Contractor up to the agreed-upon, accepted amount in exchange for the Work described herein. Payment shall be rendered after the Road District’s receipt of invoices following Vendor/Contractor’s provision of services. The Road District’s payment shall be contingent on any agreed-upon approval processes and the Road District having sufficient budget appropriation and said invoice or bill otherwise receiving approval according to law. Any and all change orders shall be subject to re-approval, re-bidding, or other applicable requirements pursuant to law.

The Agreement shall commence upon the Effective Date (if so defined or else upon the last date on which the Vendor/Contractor or the Highway Commissioner executes this Agreement) and shall expire on the last day of the Road District’s Fiscal Year (March 31st), unless a renewal or other terms are agreed upon in writing. The Agreement shall earlier terminate upon (i) Vendor/Contractor’s failure to provide Services; (ii) Vendor/Contractor’s violation or breach of any of the other terms and conditions of this Agreement, and continuation of such violation or breach for a period of ten (10) days after notice thereof, is given by Road District to Vendor/Contractor (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period, Vendor/Contractor shall be deemed to have cured same upon completion of the corrective action if within said ten (10) day period if it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances); (iii) by the Road District upon thirty (30) days prior written notice to Vendor/Contractor; or (iv) Vendor/Contractor’s bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Road District’s discretion places Vendor/Contractor’s ability to deliver the Services during the term of this Agreement in doubt.

The waiver by Road District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision.

Vendor/Contractor agrees and acknowledges that the Vendor/Contractor, employees, and agents are, and shall remain, independent contractors throughout the term of this Agreement and are not employees or agents of the Road District. Vendor/Contractor agrees that it or its employees are not and will not become employees, agents, or officers of the Road District while this Agreement is in effect. Vendor/Contractor agrees that nothing in this Agreement shall be construed as creating any employment relationship between the Vendor/Contractor and the Road District, and thus, by operation of this Agreement, Vendor/Contractor does not acquire any rights as to Vendor/Contractor under the provisions of the Illinois Human Rights Act, the Illinois Workers’ Compensation Act or any similar federal, state, or local statute or ordinance covering employees. Vendor/Contractor agrees it is not entitled to the rights or benefits afforded to the Road District’s employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Vendor/Contractor further agrees that by operation of this Agreement, it has not become covered by the Road District insurance coverage and is responsible for all costs which Vendor/Contractor may incur in connection with any and all injuries suffered by Vendor/Contractor, employees or agents in performance of this Agreement. Vendor/Contractor is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses, if any, for his employees or agents.

This Agreement shall be governed by, and its provisions construed, under Illinois law. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word or designation contained herein.

Vendor/Contractor signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homer Township Highway Commissioner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_