



INVITATION TO BID
01-2023

REAR ADDITION TO THE SENIOR SERVICES BUILDING LOCATED AT
15350 OAK PARK AVENUE, OAK FOREST, IL 60452

ISSUED

JANUARY 5, 2023

BID OPENING

FEBRUARY 21, 2023
7:00 P.M.

SUBMIT SEALED BIDS TO:

Bremen Township
John D. Lord, Clerk
16361 Kedzie Pkwy,
Markham, IL 60428

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SECTION 1 – INSTRUCTIONS TO BIDDERS

OVERVIEW

PROJECT

Bremen Township (the “Township” or “Owner”) is soliciting bids from interested parties (the “Bidders”) for the construction and delivery of a Rear Addition to the existing Senior Services Building located at 15350 Oak Park Avenue, Oak Forest, IL 60452. (the “Project”).

SUBMISSION DEADLINE

Bids must be submitted not later than **1:00 p.m., local time, on Tuesday, February 21, 2023**. No consideration will be given to bids received after the stated date and time. Bids submitted must include all information and documents as requested in this Invitation to Bid. No oral or electronic bids, including those sent by facsimile or via email, will be accepted or considered. All bids received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the bid.

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY IRREGULARITIES.

PRE-BID MEETING

A pre-bid meeting is scheduled for **Wednesday, January 25, 2023 at 3:00 p.m. local time**. Bidders shall meet at the Bremen Township Senior Services Building located at 15350 Oak Park Avenue, Oak Forest, Illinois. Although the pre-proposal meeting is not mandatory, attendance is recommended.

CONTACT & QUESTIONS

Krzysztof Kociolek
Architect of Record
Kociolek Design Studio LTD
E-mail: kryzkociolek@gmail.com

Any questions regarding this bid must be submitted not later than **noon on Friday, February 3, 2023**. Questions must be submitted in writing by email, to the person listed above. No oral comments will be made to any Bidder as to the meaning of the bid documents. Any and all questions will be answered in an addendum after the question period closes. This policy affords all submitting bids the same information.

Before the Bid submittal deadline, the Township will make available to the public answers to submitted questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and sign up for Bid Posting e-mail alerts by emailing the contact person. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Bidder should have been aware and the Township will reject all claims related thereto.

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Bid submission. A Bidders's failure to include a signed formal Addendum in its Bid submission may deem its Bid nonresponsive.

PROJECT DETAILS

SUMMARY

The Township desires to engage a General Contractor to construct a new 1,950 sq. ft. single-story addition next to the existing 2-story Senior Services Building. The existing Senior Services Building is located at the 6 acres Bremen Township Senior Youth Complex at 15350 Oak Park Avenue, IL 60452. The program for the proposed addition consists of a 900 sq. ft. multi-use room, a 600 sq. ft. outdoor covered patio, 2 fully accessible restrooms connecting directly to the outdoor patio, storage/mechanical room, and new asphalt sidewalk walking path connection. The new space is intended to provide much needed social gathering space for the public, both indoors and outdoors and protected from the elements. The addition will also let visitors engage better with the outdoor walking paths located on the West end of the complex.

Although the proposed Project is an addition, predicated by the fact that the existing Senior Services Building is a Pre-Engineered Metal Building, the Project is designed to be structurally independent from the existing building.

The Project is designed as wood-framed load-bearing walls structure, with stick-built roof framing, anchored masonry veneer, and standing seam metal roof. The foundation consists of a 10" wide trench, poured in place concrete stem wall with a slab on grade. The Project shall have a NFPA 13 fire sprinkler system and fire alarm system. Due to local building department requirements, the entire structure must be constructed at Type 5A construction (protected combustible construction) in accordance with the 2018 International Building Code.

PROJECT COMPLETION TIMELINE

The successful Bidder shall substantially complete (as defined herein) the Project not later than September 1, 2023.

SCOPE OF WORK

The Township is requesting proposals from a General Contractor to construct the Project, and to perform all other services necessary to deliver the Project. The Township has already obtained the necessary building permit approvals from the City of Oak Forest and received all planning approvals for the Project. The Bidder will be responsible for hiring his/her own Fire Protection and Fire Suppression design-build sub-contractors, and will be responsible for obtaining necessary permits from the City of Oak Forest for that portion of the Project. All permit fees for the Project shall be the responsibility of the Township, and any portion of such fees paid by the Bidder and/or sub-contractors shall be reimbursed by the Township. The General Contractor will be responsible for posting bonds as required. All contractors shall be responsible for their own local or state licensing and registration fees. Work shall include all services required to construct, and deliver the Project, including site demolition and very limited utility work identified in the attached documents. All existing parking, sidewalk and landscaped areas affected by the construction shall be restored to pre-construction conditions in coordination

with the Township. It is the intent of this Invitation to Bid to establish design criteria for the project. The attached Construction Plans titled "Construction Plans for Bremen Township Senior Services Rear Addition" will assist the Bidder in determining the scope of the work. It is the responsibility of the Bidder to determine and verify the services and information needed to complete and turn over to the Township a successful Project.

PRICE PROPOSAL

The Bidder shall submit a Guaranteed Maximum Price (GMP) as set forth in this document.

REQUIREMENTS OF BID

QUALIFICATIONS

Bidders shall provide the following items in the ITB response:

1. Background information on the company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Township to determine the capability of the Bidder to meet all contractual requirements.
2. Experience and involvement in projects of similar or larger size and scope. The information shall include the project name, location, scope of work, cost, time to complete project.
3. Executive Summary: Provide a two (2) page (maximum) summary highlighting why your team's qualifications and project approach provide the Township with the best value for this project.
4. Provide the name and title, direct telephone number (including extension), cellular telephone number and direct e-mail address of the highest ranking individual within the organization that will have oversight responsibility for the organization's involvement with the Project.
5. Provide the number of years that the organization has been providing services similar to those requested by this ITB, including a delineation of this information for both the headquarters location and the local or regional office (as appropriate) that will be used in delivering the requested services on the Project.
6. Description of how the General Contractor would staff this project. The Bid must include a description of the duties and responsibilities for key Project team members.
7. For all designated key personnel (i.e.: project manager, superintendent) describe the background and experience that would qualify him or her to serve successfully on this project. Indicate years of experience key personnel has in their capacity.

GENERAL PROVISIONS

CONTRACT

The successful Bidder will be required to enter into a AIA A105-2018 Standard Short Form of Agreement Between Owner and Contractor, subject to review and approval by the Township and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The Contract will be modified to incorporate the terms of this ITB and any pertinent documents included with the selected contractors accepted and approved proposal, and to reflect limited involvement of the architect during the Construction Administration phase of the project. The Township reserves the right to terminate the relationship with the successful Bidder if the required

documents are not submitted to and approved by the Township within ten (10) business days of receiving notice of the award of the contract.

Should the General Contractor neglect, refuse, or fail to complete the work under the Contract in accordance with the Township's Requirements, the General Contractor may be liable for consequential damages resulting directly from their negligent acts.

LENGTH OF CONTRACT

The term of this contract will expire upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. The ITB, Proposal and all supplementary documents are essential parts of the Contract and a requirement occurring in one is binding as though occurring in all.
- B. Should discrepancies appear between any of the following parts of the Contract, a listed part shall take precedence over all those listed below:
 - 1. Construction Plans published with ITB , and as clarified or superseded by officially issued addendums.
 - 2. The ITB and all appendices.
 - 3. The Special Provisions prepared by the General Contractor that are approved by the Township.

INCURRED COSTS

The Township will not be liable in any way for any costs incurred by the respondents in replying to this ITB.

PERIOD OF PERFORMANCE

Actual work cannot begin until the Township issues a written Notice to Proceed to the General Contractor. In order to receive said Notice, the General Contractor shall submit to the Township for its approval all the necessary contracts, bonds, and insurance. Township approval of the contracts, bonds and insurance shall be evidenced by its issuance of the signed contract by the Township and the Notice to Proceed. The Township reserves the right to terminate the relationship with the successful Bidder if these documents are not submitted to and approved by the Township within ten (10) business days of notice of bid award. The work to be performed by the successful Bidder shall be substantially complete on or before September 1, 2023. Liquidated damages shall be assessed after this date if the work is not complete. The following items must be complete in order for the Township to accept the "substantially complete" status:

- Substantial Completion is the stage in the progress of the Project when the Project is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use.
- Final (Full) Certificate of Occupancy issued by the City of Oak Forest

Should the General Contractor neglect, refuse, or fail to complete the work under the contract by July 1, 2023 and in view of the difficulty of estimating with exactness the damages caused by such delay, the Township shall have the right to charge the General Contractor the sum of \$300.00 per day for each and every calendar day

that the work is not complete according to the requirements of this project, as liquidated damages and not a penalty.

PAYMENTS

Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt by the Township of General Contractor's Dated Invoice, General Contractor's Sworn Statement, and Lien Waiver for the amount being requested, along with certified payrolls. Invoices should include the following information:

- Name and address of General Contractor
- Purchase order number
- Dates of service
- Previous retention to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Certified Payrolls
- Current retention
- Total retention amount including current invoice

The Township may exercise its right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. Copies of these cancelled checks along with all applicable Lien Waivers shall accompany each pay request and shall be submitted for the month previous to the amount shown on the pay request minus retention. Upon the Township's request, invoices for progress payments must include supporting documentation such as work completed, packing slips, subcontractors' invoices, and material invoices.

RETAINAGE

Ten percent (10%) of the amount due will be retained from payments for completed work. Upon delivery of final waivers from a subcontractor, the Township may release the retainage related to that subcontractor. The retained amount for the General Contractor, as well as any other amount the Township deems appropriate, will be authorized for payment only after all work is accepted as complete and satisfactory by the Township. General contractors must pay their subcontractors and material suppliers promptly and return the subcontractors' retainage within 30 days after the sub's work is completed. Failure to comply with these payment requirements is a breach of the Contract, which may lead to any remedies permitted under law. In addition, a general contractor's failure to promptly pay its subcontractors is subject to the provisions of 50 ILCS 505/9, the Local Government Prompt Payment Act. If a general contractor fails to make any payment to his subcontractors and material suppliers within fifteen (15) days after receipt of payment from the Township, the contractor shall pay to his subcontracts and material suppliers, in addition to the payment due to them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid.

PREVAILING WAGES

In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a contractor or any subcontractor of a contractor bound to this agreement who is performing services covered by this Contract.

CHANGES IN THE SCOPE OF WORK

Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Township, approved by the Township Board of Trustees prior to acceptance of the Change Order.

CONFIDENTIALITY

After award of the contract, all responses, documents, and materials submitted by the Bidder pertaining to this ITB will be considered public information and will be made available for inspection, unless otherwise determined by the Township Clerk. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Township. Based upon the public nature of these ITB's, a Bidder must inform the Township, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

ASSIGNMENT

The successful Bidder shall not assign the work of this Project without the prior written approval of the Township.

COMPLIANCE WITH LAWS

The Bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Bidder shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

LICENSES AND REGISTRATIONS

Any contractor doing work in the city of Oak Forest must obtain a Contractor's license or registration from the municipality, as may be required by Oak Forest.

GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the General Contractor if awarded the Contract and shall be delivered to the Township before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the proposal.

By submitting a proposal, General Contractor expressly warrants that materials and equipment furnished under the contract will be new and of good quality unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Township and deficiencies shall be corrected by the contractor under its warranty immediately upon notification from the Township. There may be other materials and work items that will have warranties beyond one (1) year.

INSURANCE REQUIREMENTS

Bidder shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Bidders are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Bidder is confirming its knowledge and acceptance of all Township insurance requirements. Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Township prior to commencement of any work. All such policies shall name the Township as an additional insured and except upon prior written approval of the Township, materially changed.

INDEMNIFICATION

The selected General Contractor and his/her sub-contractors shall indemnify, defend and hold harmless the Township, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the General Contractor or sub-contractors, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractors, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Township, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The General Contractor and sub-contractors shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The General Contractor and sub-contractors shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Township and any other indemnified party. The Township or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the General Contractor or his sub-contractors shall promptly reimburse the Township or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Township or other indemnified party in connection therewith.

BID SUBMISSION REQUIREMENTS

GENERAL

Bidders must submit four (4) complete, sealed, signed and attested hardcopies of the bid. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an original bound version, marked "Original" and must contain original signatures. The final four (2) hardcopies shall be complete, identical, bound copies of the bid. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. Permission will be given to a Bidder to withdraw a bid if the Bidder makes the request in writing or in person before the time for opening bids. Submitted bids may be superseded by a subsequent timely proposal. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the Township opens them.

Each Bidder is responsible for reading the ITB documents and determining that the documents describe the work to be performed in sufficient detail. Failure of a Bidder to do so shall not relieve the Bidder of any obligation with respect to said bid. After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Township and must be made in accordance with this ITB, all of which are on file and may be obtained for examination in the Bremen Township Senior Services Building, 15350 Oak Park Avenue, Oak Forest, Illinois, and are made part of this notice as though fully set forth herein.

FORMS IN SECTION II

All forms in Section II must be completed and submitted with the Proposal.

INSURANCE

General Contractor and his/her team shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, and Professional Liability (if applicable), in the amounts set forth in the Township's Insurance Requirements attached in Section II. Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverage and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful Bidder. Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverage the Bidder currently has in force.

Execution of the Contract by the Township will be contingent upon provision of the required insurance certificates to be provided by the General Contractor, sub-contractors, and installers. A Notice to Proceed will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Township.

BID DEPOSIT

Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the order of the Bremen Township for 10% of

contract price. After the Bids have been compared and a General Contractor is selected, the Township will return the bid deposit.

PERFORMANCE BOND

A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Township, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby.

Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition.

Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance.

In case of failure of the Bidder to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Township may at its option, declare the Bidder in default of the Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Township. The Township may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract. Execution of the Contract by the Township will be contingent upon provision of the required bonds and insurance certificates. A Notice to Proceed will not be issued and work may not commence until required payment and performance bonds are in place.

PROPOSAL PRICE

The Bidder shall submit a Guaranteed Maximum Price (GMP) to include all permits (except permit fees to be paid by the Township as already specified), design-build of fire protection and fire alarm systems, insurance, bonds, goods/materials/equipment, plant facilities, work, and expense necessary to perform the work in accordance with this ITB package. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Township is exempt. The Bidders should separately identify allowances and contingencies in their responses, if applicable.

EVALUATION OF BIDS / BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Township with the Bidders.

The Township reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Township reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Township, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Township, may be considered non-responsive and may be rejected. The Township award will be made within sixty (60) calendar days after the

date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Township Board of Trustees.

BID SUBMITTAL CHECKLIST

In order to be responsive, Bidders shall submit the following:

- **Four (4) hardcopies of the bid:**

Bidders must submit four (4) complete, sealed, signed and attested hardcopies of the Bid. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an original bound version, marked "Original" and must contain original signatures. The final two (2) hardcopies shall be complete, identical, bound copies of the bid. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Not later than the submittal deadline, Bidders must submit bid in one (1) envelope labeled ***Bremen Township ITB # 01-2023 – Rear Addition to the Senior Services Building*** in the lower left hand corner and addressed to:

Bremen Township
Attn: John D. Lord, Bremen Township Clerk
16361 Kedzie Pkwy,
Markham, IL 60428

- Information and narratives as requested in the Requirements of Bidders section of the ITB
- Bid Deposit for 10% of contract price
- Qualifications
- Signed and Completed forms from Section II:
- Proposal Summary Sheet
- Affidavit of Compliance (notarization required)
- References
- Insurance Requirements
- Project Sequencing and Schedule
- List of Subcontractors (if known at this time)
- Signed Addendums (as applicable): Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Bid submission. A Bidder's failure to include a signed formal Addendum in its submission may deem its bid non-responsive.

DEADLINES

Invitation to Bid published: Jan. 5, 2023

Pre-bid meeting: Jan. 25, 2023, 3 p.m.

Questions submittal deadline: Feb. 3, 2023, 12 p.m.

Addenda answers posted: Feb. 10, 2023

Bids Due: Feb. 21, 2023, 1 p.m.

Bid Opening: Feb. 21, 2023, 7 p.m.

Project Completion Date: Sept. 1, 2023

SECTION II – REQUIRED BID SUBMISSION DOCUMENTS

BID SUMMARY SHEET
Rear Addition to the Senior Services Building

The parties hereto have executed this bid as of date shown below.

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Phone alt.: _____

Email: _____

FEIN #: _____

Description	GMP
Rear Addition to the Senior Services Building	\$ _____
	TOTAL \$ _____

Alternates (provide net difference amount to GMP with "+" or "-")

- 1. Windows: Kawneer 8400 TL or equal thermal aluminum sliding windows instead of vinyl windows specified. \$ _____
- 2. Roof: 30 year composite architectural asphalt shingles instead of metal roof specified. \$ _____
- 3. Floor tile in Multi-purpose room: Armstrong Commercial Luxury Vinyl Tile instead of ceramic tile specified. \$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsive, not responsible.

The undersigned _____
(Enter name of person making affidavit)

as _____
(Enter title of person making affidavit)

and on behalf of _____
(Enter name of business organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes [] No []

Federal Employer I.D. #: _____
(Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- ___ Sole Proprietor
- ___ Independent Contractor (Individual)
- ___ Partnership
- ___ LLC
- ___ Corporation _____
(State of Incorporation) (Date of Incorporation)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [] No []

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). Pursuant to 775 ILCS 5/1103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [] No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract”, however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidders’s noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) PREVAILING WAGE COMPLIANCE: Yes [] No []

In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Township and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract.

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Township certified payroll records (to include for every worker employed on the project the 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 work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [] No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor’s Office of Apprenticeship.

Name of A&T Program: _____

8) TAX COMPLIANT: Yes [] No []

Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bid Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This ____ Day of
_____, 20____.

Notary Public Signature

NOTARY SEAL

REFERENCES

(Please Print or Type. For the Design Team, identify key members of design and construction team including project managers and discipline leaders, use additional sheets, if needed)

PROJECT NAME _____

LOCATION _____

SCOPE _____

COST _____ DATE OF PROJECT _____ TIME TO COMPLETE _____

PROJECT OWNER _____

CONTACT PERSON (REFERENCE) _____

PROJECT NAME _____

LOCATION _____

SCOPE _____

COST _____ DATE OF PROJECT _____ TIME TO COMPLETE _____

PROJECT OWNER _____

CONTACT PERSON (REFERENCE) _____

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident; \$500,000 – Policy Limit; \$500,000 – Each Employee Waiver of Subrogation in favor of the Bremen Township

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit Additional Insured Endorsement in favor of the Bremen Township

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence; \$2,000,000 – General Aggregate Limit; \$1,000,000 – Personal & Advertising Injury; \$2,000,000 – Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Bremen Township

BUILDER’S RISK

Up to contract value

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$1,000,000 – Each Occurrence; \$1,000,000 – Aggregate **EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify “Bremen Township, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured, including products and completed operations for Liability.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The Bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to Bremen Township, Contract Administrator, John D. Lord, Bremen Township Clerk. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Township’s relationship with the selected Bidder and the bid will be awarded to the next lowest Bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS _____ DAY OF _____, 20____

Signature Authorized to execute agreements for:

Printed Name & Title

Name of Company

SECTION III – EXHIBITS

1. Construction Plans prepared by Kociolek Design Studio, dated 12.27.2022, titled:
Bid Set – 12.27.2022
Bremen Township – 15350 Oak Park Avenue
Senior Services Building Rear Addition

(14 sheets at 24"x36" format)
2. Sample Contract
AIA A105-2018 Standard Short Form of Agreement Between Owner and Contractor