

**SECTION 00 1116
INVITATION TO BID**

1. DATE

April 14, 2025

2. PROJECT

Hot Water Pump Replacement
Skokie Public Library
5215 Oakton St.
Skokie, IL 60077
GBA #P24-0831-00

3. BID SCHEDULE

Documents Issued to Bidders: April 14, 2025 after 10:00 AM

Pre-Bid Conference/Site Tour: April 17, 2025 at 9:00 AM

Bids Due: May 2, 2025 at 2:00 PM

4. DOCUMENT PROCUREMENT

4.1 Bid documents may be obtained at the issuing office as follows:

- A. Date April 14, 2025 after 10:00 AM
- B. Time: 9:00 am - 5:00 pm weekdays
- C. Issuing Office: Grumman | Butkus Associates
820 Davis Street, Suite 300
Evanston, IL 60201

Contact Andrew Milleville
Project Manager
amilleville@grummanbutkus.com

5. TYPE OF BID REQUESTED

- 5.1 Bids for performing the Work shall be on a lump sum basis.
- 5.2 Owner reserves the right to retain 10% on payments to Contractor until Final Acceptance of Work.
- 5.3 Base Bid and Alternates shall include all Work called for in the Project Manual, on the Drawings and in any Addenda that may be issued.
- 5.4 Prices for Work performed by all subcontractors (including a General Contractor, if used) shall be included in Base Bid and Alternates. Owner reserves the right to request a copy of any subcontractor's proposal.
- 5.5 All copies of Project Manual, Drawings and Addenda shall be returned with Bids. Successful Bidder shall receive copies of bidding documents back after signing contract for the Work.

6. PRE-BID CONFERENCE AND SITE TOUR

- 6.1 The pre-bid conference and site tour is mandatory (see bid schedule for times).
- 6.2 A site tour will be conducted for all Bidders and will be led by Owner's personnel immediately following the pre-bid conference.

- 6.3 Additional site visits relating to examining the existing facilities and systems may be made during the bidding period. Arrangements may be made with:

Vinny Tangherlini
Building Services Manager
Skokie Public Library
224-392-5138
vtangherlini@skokielineary.info

7. TECHNICAL ISSUES

- 7.1 Technical questions should be directed to the Engineer:

Grumman | Butkus Associates
820 Davis Street, Suite 300
Evanston, IL 60201

Attention:
Andrew Milleville
Project Manager
847.328.3555 x285
amilleville@grummanbutkus.com

- 7.2 Questions shall be submitted in writing. Answers will be provided in writing, with the original questions, to all bidders.

8. RECEIPT OF BIDS

- 8.1 Place (Hand delivered or mailed):

Skokie Public Library, Administration Office
5215 Oakton St.
Skokie, IL 60077

Attention:
Richard Kong
Executive Director

- 8.2 Format Lump Sum Bids on Bid Form (two copies)

Label envelope as follows:

TECHNICAL/PRICE PROPOSAL

To: Skokie Public Library

Attn: Richard Kong
Executive Director
5215 Oakton St.
Skokie, IL 60077

For: Hot Water Pump Replacement

Bidder: Bidder's Name

Date Due: May 2, 2025 at 2:00 PM

- 8.3 TIME: All Proposals shall be time-stamped as received. Any Proposal received after time due may be returned unopened at Owner's discretion.

- 8.4 TYPE OF BID OPENING: Public

9. RIGHT TO REJECT BIDS

- 9.1 Owner reserves the right to reject any or all bids, to award all or part of a bid to any vendor, to accept an alternate, or to award the contract to other than the lowest bidder, and to waive any nonconformity, informality or irregularity in any bid at its sole discretion.

10. BID SECURITY

- 10.1 No Bid Security will be required.

11. CONTRACT SECURITY (PERFORMANCE BOND AND LABOR AND MATERIAL BOND)

- 11.1 Performance bond and Labor and Material Bond will be required for this project. Refer to the Instructions to Bidders for requirements.

12. CONTRACT FORM

- 12.1 A copy of the Contract Form is included in the Project Manual.

13. PREVAILING WAGE NOTICE

- 13.1 The contractor shall comply with the Illinois Prevailing Wage Act. Refer to the Instructions to Bidders for requirements.

14. SUBSTANCE ABUSE PREVENTION ACT

- 14.1 The Contractor shall comply and cause all subcontractors to comply with requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act. Refer to the Instructions to Bidders for requirements.

15. COMPLIANCE WITH ALL LAWS NOTICE

- 15.1 Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract for this project. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

END OF SECTION

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SECTION 00 2113
INSTRUCTIONS TO BIDDERS

This is a standard Grumman|Butkus Associates document based on, but not identical to, EJCDC No. C 200 (2002 Edition), "Suggested Instructions to Bidders for Construction Contracts."

1. DEFINED TERMS

- 1.1 Certain terms used in these Instructions to Bidders are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and have the meanings assigned to them therein.

2. PART 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 calendar days after opening of Bids.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate Bidder's qualifications to perform the Work, within five business days of Owner's request, Bidder may be required to submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:
- A. List of projects (preferably local, minimum of five) involving similar work, including names and telephone numbers of appropriate contact at each.
 - B. Current Financial Statement
 - C. Evidence of authority (listing of appropriate licenses, etc.) to perform all specified work in the jurisdiction where the project is located.
 - D. Listing of manufacturers or suppliers of components, devices or major material categories not fabricated by the bidder itself.
 - E. Project organization, including anticipated manpower scheduling plus identity and experience of Project Superintendent.
 - F. Project Schedule, including indication of the start and completion times of each major task and critical equipment delivery dates; shall incorporate also targeted Substantial Completion, final checkout and Owner instruction.
 - G. In addition, the Apparent Successful Bidder may be requested to answer certain technical questions about its proposal as well as to permit a sample (or similar installation) of the proposed system to be observed by Owner and/or Engineer.

4. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.1 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all

holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.2 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.3 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 4.4 Documents relating to existing facilities, systems and equipment are available for examination at the location indicated in the Invitation to Bid. While these documents should be helpful in surveying and comprehending the existing conditions, their accuracy in every detail cannot be guaranteed. It is up to the Bidder to verify to his satisfaction that the building and/or its systems are the same as (or different from) what is shown in those respects that affect the Work and to verify by direct observations the correct configurations.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. PRE-BID CONFERENCE

- 5.1 A pre-Bid conference may be held. Refer to the Invitation to Bid for time and location. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged (or may be required – refer to Invitation to Bid) to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

6. SITE AND OTHER AREAS

- 6.1 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

7. INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

8. BID SECURITY

- 8.1 If Bid Security is required by the Invitation to Bid:
- A. Each Bid must be accompanied by Bid security made payable to Owner in an amount of 10% of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Performance Bond and Payment Bond), whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 business days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited as liquidated damages.
- C. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh calendar day after the Effective Date of the Agreement or the forty sixth calendar day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven calendar days after the bid opening.

9. CONTRACT TIMES

- 9.1 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

10. LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

11. SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

12. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five business days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

13. PREPARATION OF BID

13.1 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer or from the issuing office.

13.2 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.6 A Bid by an individual shall show the Bidder's name and official address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.8 All names shall be typed or printed in ink below the signatures.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

14. BASIS OF BID; COMPARISON OF BIDS

14.1 Lump Sum

A. Bidders shall submit a Bid on individual sections or any combination of sections as set forth in the Bid Form.

1. Bidders may submit a Bid for any of the separate sections or any combination of sections as provided in the Bid Form. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
2. Bidders offering a Bid on one or more sections shall be capable of completing the Work within the time period stated in the Agreement.

14.2 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

- 14.3 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

15. SUBMITTAL OF BID

- 15.1 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and other information indicated in the Invitation to Bid.
- 15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the entity identified in the Invitation to Bid.

16. MODIFICATION AND WITHDRAWAL OF BID

- 16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.2 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

17. OPENING OF BIDS

- 17.1 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form (or 45 calendar days if no period is specified on the bid form), but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

19. EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid

for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

20. INSURANCE

- 20.1 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to insurance.

21. PERFORMANCE AND PAYMENT BONDS

- 21.1 Before commencing the Work, the Contractor shall obtain and supply a Surety Bond (Performance Bond and a Labor and Material Bond). The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard Documents issued by a surety authorized by the Illinois Department of Insurance to issue surety bonds in Illinois and otherwise satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

22. SIGNING OF AGREEMENT

- 22.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 business days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the drawings with appropriate identification.

23. PREVAILING WAGE NOTICE

- 23.1 The Owner has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.
- 23.2 The Contractor is advised that the Illinois Department of Labor 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: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.
- 23.3 The Contractor shall also:
- A. Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
 - B. Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

24. SUBSTANCE ABUSE PREVENTION ACT

- 24.1 The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act") by:
- A. Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;
 - B. Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:
 - 1. A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

2. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;
 3. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and
 4. A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.
- C. Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and
- D. Complying with all other requirements of the Act.
- 24.2 Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

25. COMPLIANCE WITH ALL LAWS NOTICE

- 25.1 Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

END OF SECTION

**SECTION 00 4100
BID FORM**

1. PROJECT, BID RECIPIENT, AND BIDDER

1.1 This bid is for the following project:

Hot Water Pump Replacement
Skokie Public Library

1.2 This bid is submitted to:

Skokie Public Library
5215 Oakton St.
Skokie, IL 60077
Vinny Tangerlini
Building Services Manager

1.3 This bid is submitted by:

Bidder's Name: _____

Address: _____

Contact/Title: _____

Telephone: _____

1.4 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

2.1 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.2 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

3. FURTHER REPRESENTATIONS

3.1 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. BASIS OF BID

4.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. BASE BID 1 (All Work required by the Bidding Documents except that designated Additive Alternate, Deductive Alternate, Maintenance Contract or Future for BASE BID 1.)

Lump Sum Bid Price: \$_____

- B. ADDITIVE ALTERNATE BID 1 (All Work required by the Bidding Documents that is designated ALTERNATE BID 1.)

Lump Sum Bid Price: \$_____

5. TIME OF COMPLETION

5.1 Bidder agrees that the Work will be substantially complete on or before ____, 20__, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before ____, 20__

5.2 Premium time, if required to meet the above dates, should be included in the Bid(s).

6. DEFINED TERMS

- 6.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

7. BID SUBMITTAL

- 7.1 The Bidder declares its legal entity as indicated by check mark (x) and inserted information as follows:

- ☐ Individual
- ☐ Partnership (List full names, titles and addresses of all responsible principals or partners.)

- ☐ Corporation (List state of incorporation)

- ☐ Joint Venture (List all parties to venture)

7.2 Execution:

Name (Legal name of bidding entry)

By (Individual authorized to act for entity)

Title

Seal (if corporation)

Date

Attest (Corporation Secretary or Notary)

END OF SECTION

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