

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: President and Village Board of Trustees
FROM: David A. Hulseberg, AICP, ICMA-CM, Village Manager
DATE: May 11, 2012 (COW) (B of T) AGENDA DATE: May 17, 2012
TITLE: Carriage House Addition
Project Number PWO 12-15
SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *G*

RESULTS:

Date Bids Were Published 5/3/2012 Bidding Closed 5/11/12
Total Number of Bids Received 2
Total Number of Bidders Meeting Specifications 2
Bid Security Required _____ Yes X No
Performance Bond Required _____ Yes X No
Were Any Bids Withdrawn _____ Yes X No
Explanation: No performance references included.
Waiver of Bids Requested? _____ Yes X No
If yes, explain:
Award Recommended to Lowest X Yes _____ No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$232,720/ \$315,000
Amount of Award \$120,500.00

TIF Downtown Capital Projects: \$81,000
Illinois DNR Resources Public Museum Capital Grant: \$70,000
Lombard Historical Society Contributions: \$50,500

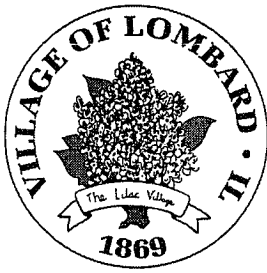
BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously _____ Yes X No
If yes, was quality of work acceptable _____ Yes _____ No
Was item bid in accordance with Public Act 85-1295? X Yes _____ No
Waiver of bids - Public Act 85-1295 does not apply _____ Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



May 11, 2012

TO: Village President and Board of Trustees
THROUGH: David A. Hulseberg, Village Manager
FROM: Carl Goldsmith, Director of Public Works *g*
SUBJECT: Carriage House Addition

Background

The Village staff has been working with the Lombard Historical Society and Lombard Historical Commission on an addition to the Carriage House located at 23 W. Maple Street. The proposed addition will nearly double the size of the Carriage House and provide the Society with an opportunity to more effectively display and archive Lombard history. The grounds and facilities are owned by the Village of Lombard and through an agreement dating back to April 15, 1993 (amended in June 1993, November 1998 and February 2008) the Society operates the programming of the facilities. A revised IGA was approved by the Village Board of Trustees in January 2012 to facilitate the expansion of the Carriage House.

At the time that the Village Board approved the IGA for the expansion, the staff discussed the funding scenario for the project. Based upon a State of Illinois Department of Natural Resources Public Museum Capital Grant in the amount of \$70,000, the project is required to be completed by December 31, 2012. In order to ensure that the grant funds were not forfeited, the Village has included the construction of the expansion in the 2012B Capital Improvements Plan, with an estimated value of \$313,720.00. It is recommended that the Village fund the full cost of the addition through the use of Downtown TIF funds. The Society will reimburse the Village for all non-Village Funded Work (\$45,000 for utility extensions and connections, \$30,000 for fire/burglar alarm installation & upgrades and \$6,000 for sidewalk improvements) within two (2) years from the date the Village issues a certificate of occupancy. The funds would be made available through the grant, current and future donations.

The plans for the addition were developed by the Lombard Historical Society and incorporated into the bid manual prepared by the Village of Lombard. In order to try to minimize costs for the addition, the bid manual was prepared with a Base Bid price, along with a series of Alternates that may be added to the project at the Village's discretion. There are twelve (12) alternates that have been identified. The Alternates are items that would not be required as a condition of the Village issuing a Certificate of Occupancy (CO) or are items that the Village is responsible for

under the terms of the IGA. The issuance of a CO by the Village of Lombard is required prior to the Lombard Historical Society receiving the grant funds.

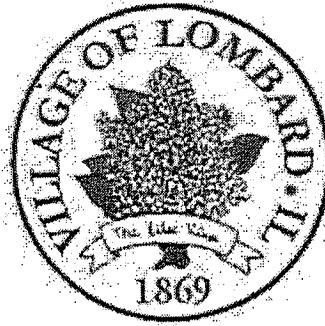
Fourteen (14) potential bidders received plans and participated in the mandatory pre-bid meeting held on May 3, 2012. Two (2) bids were received and opened at 10:30 am on May 11, 2012. The bid results are summarized below:

<i>Company</i>	Total
ATP Enterprise Group	\$120,500.00
MC Builders Inc.	\$286,287.00
<i>Engineer's Estimate</i>	<i>\$232,720</i>

The lowest responsible bidder is ATP Enterprise Group of Northfield, Illinois with a bid in the amount of \$120,500.00. The bid includes the cost for all Alternates with the exception of the installation of the sprinkler system. The installation of the sprinkler system will be done under separate contract awarded by the Village. Additionally, the Village will award contracts for the utility extensions and the sidewalk/curb modification. The FY 2012B CIP contains \$81,000 for these projects.

Recommendation

Staff recommends that the Village Board of Trustees accept a bid from ATP Enterprise Group of Northfield, Illinois in the amount of \$120,500.00 for the Carriage House Addition project.



VILLAGE OF LOMBARD
SPECIFICATION & CONTRACT DOCUMENT NUMBER PWO- 1215
FOR
Carriage House Addition
Address: 23 West Maple Street, Lombard, Illinois 60148

Mandatory Pre-Bid Meeting Date : Thursday, May 3, 2012
Mandatory Pre-Bid Meeting Time: 10:30AM
Mandatory Pre-Bid Meeting Location: 23 W. Maple Street, Lombard. Illinois 60148

Bid Opening Date.....: ~~Monday~~, May 11, 2012
 Bid Opening Time.....: 10:30AM
 Bid Opening Location.....: Public Works, 1051 S. Hammerschmidt Avenue,
 Lombard, Il 60148
 Bid Opening Room Number : Front conference
 Bid Deposit: N/A
 Performance Bond.....: N/A

Obtain information from and submit bids to:

Rhonda Heabel
 Management Analyst
 Village of Lombard
 255 E. Wilson Avenue
 Lombard, Illinois 60148
 (630) 620-5700

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

**VILLAGE OF LOMBARD
 BID PROPOSAL**

Proposal for Contract Document Number PWO-1215. We hereby agree to furnish to the Village of Lombard **Carriage House Addition** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

Some material may be provided by donors such as concrete, gravel, electrical wire, conduit or the like. The contractor shall take a deduction for such items at his cost.

	PRICE
Base Bid	<u>\$ 120,500.-</u>
Alternate #1 -Installation of second floor's floor covering	<u>materials + /labor \$3,000</u>
Alternate #2- installation of tile in restroom	<u>materials + /labor \$ 1,900</u>
Alternate #3- installation of restroom fixtures	<u>materials + /labor \$ 2,000</u>
Alternate #4- painting of second floor	<u>materials + /labor \$ 1,000</u>
Alternate #5- painting of first floor walls	<u>materials + /labor \$ 1,100</u>
Alternate #6 painting of first floor ceiling	<u>materials + /labor \$ 900</u>
Alternate #7 painting of stairwell	<u>materials + /labor \$ 1,600</u>
Alternate #8 wood floor installation in class room	<u>materials + /labor \$ 4,500</u>
Alternate #9 complete mechanical installation	<u>materials + /labor \$ 10,000</u>
Alternate #10 surface mounted florescent lighting	<u>materials + /labor \$ 5,000</u>
Alternate #11 installation of finish plumbing fixtures	<u>materials + /labor \$ 13,000</u>
Alternate #12 installation of sprinkler system	<u>materials /labor No Bid</u>
Total project cost	<u>\$ 120,500.-</u>

**VILLAGE OF LOMBARD
 BID PROPOSAL (CONTINUED)**

Delivery of the item(s) will be within 69 day(s) following notification of bid award.

State length and terms of warranty(s): One Year

Is your bid in compliance with specifications?: Yes No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 11 day of May, 2012.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: _____

Print Name: _____
Position/Title.....: _____

By.....: _____

Print Name: _____
Position/Title.....: _____

Company Name: _____
Address line 1: _____
Address line 2: _____
Telephone: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

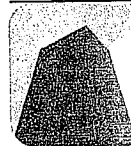
By PETER KISS
Print Name PRESIDENT

Position/Title.....: _____

Company Name: _____

Address line 1: _____

Telephone.....: _____



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

fax

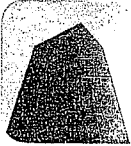
~~(847) 656-3436~~

(847) 790-7623

No additional charges over the total net bid price will be made during the specified Bid/Contract period.
The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.


All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

**CONTRACTOR'S (BIDDER) CERTIFICATION
BID PROPOSAL**



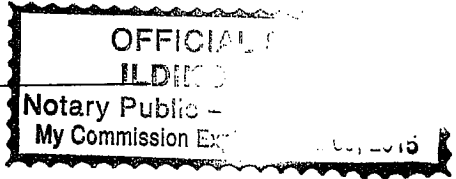
ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

(Name of Contractor/Bidder), having submitted a bid on a contract for Carriage House Addition (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: 
Authorized Agent of Contractor/Bidder

Subscribed and sworn to before me this 11 day of May, 2012.

Jiliko Kusti
Notary Public



The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1215

This agreement is made this ____ day of _____, 20__, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (ATP Enterprise Group, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:

- a. Specification and Contract Document no. _____
for _____, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document
No. _____ - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
- b. The Contractor's Bid Proposal Dated May 11, 2012
- c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$ _____ paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. The Contractor shall deliver the goods under this Contract by 69 days, and shall complete installation by November 5, 2012. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this ___ day of _____, 20__.


If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 20__.

Individual or Partnership _____ Corporation _____

~~By _____~~ PETER KIS PRESIDENT
By _____ Position/Title

By _____ Position/Title

Print C  ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 20__.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

Contract Execution

ATP Enterprises Group, Inc, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for Carriage House Addition (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of May, 2012

J. Idiko Kusti
Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

Sexual Harassment Policy

_____ , having submitted a bid/proposal
for Carriage House Addition , to the Village of Lombard, hereby certifies that said contractor
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: X [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of May, 2012

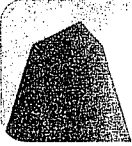
Ildiko Kurti

Notary Public



Exhibit "C"

CONTRACTOR'S CERTIFICATION:

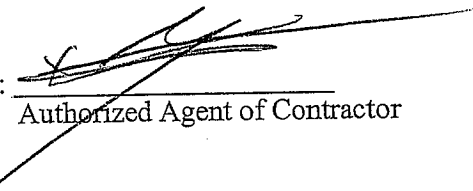


ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal
for Carriage House Addition, to the Village of Lombard, hereby certifies that said contractor
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.

By: 
Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of 1st GEN, 2012

Judith Kuthi
Notary Public

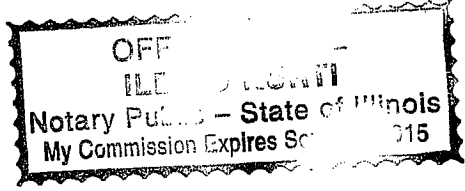


Exhibit "D"



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

hereby certifies that it is in full compliance with the

[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq., and that _____

[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

[Company Name]

By: _____

[Handwritten signature]

Its: PETER KIS PRESIDENT

SUBSCRIBED AND SWORN TO

before me this day 11

of May, 2012

J. L. KOEHLER

NOTARY PUBLIC



Exhibit "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

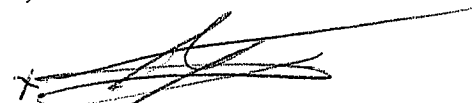
1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

**VILLAGE OF LOMBARD
PRE BID MEETING ATTENDANCE FORM**

The undersigned is an authorized representative of

ATP ENTERPRISE GROUP, and was in attendance at the pre-bid
(Name of Company)

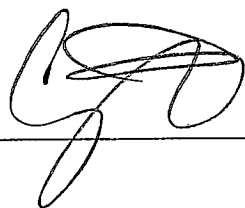
meeting for the Carriage House Addition Project that was held in the Carriage House located at 23 W. Maple Street at 10:30 am on May 3, 2012.

Signed:  _____

Name: PETER KIS

Title/Position: PRESIDENT

Acknowledgment of attendance:

Signed:  _____

Carl Goldsmith, Director of Public Works
Village of Lombard
Department of Public Works

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April 18, 2012

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the Wednesday, April 25, 2012 edition of the Lombardian requesting sealed bid proposals for **Carriage House Addition**

Specific instructions to bidders and specifications are enclosed.

The Mandatory Pre-Bid meeting will be held 10:30AM, on Thursday May 3, 2012, at the Carriage House, 23 West Maple Street, Illinois 60148.

Failure to attend the mandatory Pre-Bid meeting will result in your bid being returned unopened. At time of bid opening the Village will not consider any bids from companies not signed in on the Pre-Bid sign-in sheet.

The Bid Opening will be held 10:30AM, on Friday, May 11, 2012, at the Public Work Conference Room, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

Rhonda Heabel
Management Analyst

RH/dmm

**VILLAGE OF LOMBARD
NOTICE TO BIDDERS
FOR
Carriage House Addition**

The Village of Lombard is now accepting sealed bid proposals for Carriage House Addition.

The Mandatory Pre-Bid meeting will be held 10:30 AM, on Thursday, May 3, 2012, at the Carriage House, 23 West Maple Street, Illinois 60148.

Failure to attend the mandatory Pre-Bid meeting will result in your bid being returned unopened. At time of bid opening the Village will not consider any bids from companies not signed in on the Pre-Bid sign-in sheet.

The Bid Opening will be held 10:30AM, on Friday, May 11, 2012, at the Public Work Conference Room, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148.

Bid proposals must be received prior to 10:30 AM Friday, May 4, 2012, at the Village Hall, 255 E. Wilson, Lombard, Illinois, 60148, marked "Attention: Rhonda Heabel" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and **labeled with the preprinted orange and white label provided by the Village**. Only sealed bids will be accepted.

Bid specifications and specific instructions to bidders may be obtained from the Management Analyst at the Village Hall. **All questions concerning the bid document or specifications must be submitted in writing to the Management Analyst.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening.

All contractors and subcontractors bidding for work involving fixed works constructed for public use, for public work, or otherwise undertaking public works, must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village.

Brigitte O'Brien
Village Clerk

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Management Analyst. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Management Analyst shall be submitted.

SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Management Analyst by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. A preprinted orange and white label is provided by the Village and must be completely filled out and applied to the sealed envelope. The information needing to be completed by each bidder is as follows: bidder's name, address, bid item name and bid opening location, room number, time, and date.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required. The remaining

bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

PERFORMANCE BOND

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

CATALOGS

Each bidder shall submit when necessary, or when requested by the Management Analyst, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Management Analyst for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

INSPECTIONS

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

DELIVERY

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS

Training will be required by the bidders to the Village of Lombard employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, 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 contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, 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 Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor 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.

PERMITS AND LICENSES

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Management Analyst. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

GUARANTEES AND WARRANTIES

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Management Analyst before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Management Analyst that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Management Analyst may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Management Analyst that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

COMPETENCY OF BIDDER

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

CONSIDERATION OF PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Management Analyst of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Management Analyst shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name: : DLA Architects, Ltd.
Address..... : Two Pierce Place suite 1300
City & State..... : Itasca, Illinois 60143
Telephone Number..... : 847- ~~742~~ 742-4063
Person To Contact..... : William Templin
Title/Position..... : Principal

Company Name: : ARCON Associates, Inc.
Address..... : 2050 South Finley Road, suite 40
City & State..... : Lombard, IL 60120
Telephone Number..... : (630) 495-1900 x 726
Person To Contact..... : Steven E. Hougsted
Title/Position..... : Project Architect

Company Name: : Williams Architects
Address..... : 500 Park Boulevard, suite 800
City & State..... : Itasca, IL 60143
Telephone Number..... : (630) 221-1212
Person To Contact..... : Andy Ouper
Title/Position..... : Project Architect

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Rhonda Heabel, Management Analyst;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;

- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

DEFAULT

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Management Analyst a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Management Analyst. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Professional Liability - \$1,000,000.00 (Required only where contracts are for professional services);
 4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
 5. Umbrella Coverage - \$1,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insured (except on policies for professional liability). Such insurance shall be primary with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

NON-DISCRIMINATION

- a. Bidder/Supplier shall, as a party to a public contract
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

PREVAILING WAGES

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

Note: On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS
FOR
Carriage House Addition**

The Carriage House Addition is to be constructed according to the attached Plans and Specifications.

Some material may be provided by donors such as concrete, gravel, electrical wire, conduit or the like. The contractor shall take a deduction for such items at his cost.

Underground utilities to the site will be completed under a different contract and are not to be considered in your bid for this project.

The entire construction project is to be completed no later than November 5, 2012