

INVITATION TO BID

Fire Station Window Replacement Project

BID DOCUMENTS AND PROJECT SPECIFICATIONS

Mandatory Pre-Bid Meeting: July 8th, 2022 @ 9:00am

Bid Submission Deadline: July, 22nd, 2022 @ 1:00 pm

Bid Opening: July 25th, 2022 @ 9:00 am

**Addison Fire Protection District #1
10 South Addison Road, Addison, Illinois, 60101
630-628-3100 (Office) 630-543-9742 (Fax)
admin@addisonfire.org**

June 24th, 2022

INDEX

	PAGES
ADVERTISEMENT FOR BID.....	
INVITATION TO BID AND INSTRUCTION TO BIDDERS.....	i-iv
GENERAL CONDITIONS.....	G1-G11
SAMPLE CONTRACT	SC1-SC4
EXHIBIT 1 - Certification under 720 ILCS 5/33E-11.....	Ex.1
EXHIBIT 2 – Substance Abuse Prevention on Public Works Projects.....	Ex.2
EXHIBIT 3 – Tax Compliance Certification.....	Ex.3
EXHIBIT 4 – Payroll Certification under 820 ILCS 130/5.....	Ex.4
EXHIBIT 5 – Specifications.....	Ex.5
BID PROPOSAL FORM.....	BFP1-BFP3
STATEMENT OF EXPERIENCE.....	SE1
LIST OF SUBCONTRACTORS AND SUPPLIERS FORM.....	LSS1

ADVERTISEMENT FOR BID

LEGAL NOTICE

ADVERTISEMENT FOR BIDS. Fire Stations Window Replacement

The Addison Fire Protection District #1 (“District”) is accepting sealed bids for the Fire Stations Window Replacement Project. The Project can generally be described as the removal and replacement of some windows at the District’s Fire Station #71 located at 10 S Addison Road, Addison, Illinois 60101 and the replacement of all windows at the District’s Fire Station #73 located at 100 N Rohlwing Road, Addison, Illinois 60101. The scope of the Project shall include all equipment, materials, labor, warranties, construction and/or installation services necessary to remove and replace the windows. The detailed specifications and other contract documents for the Project can be obtained during normal business hours of 9:00 am to 3:45 pm from the administrative offices of the Addison Fire Protection District #1, 10 S Addison Road, Addison, Illinois 60101. For further information contact Fire Chief Scott Walker at (630) 338-5539 or via e-mail at swalker@addisonfire.org. A mandatory pre-bid meeting will be held at the District’s Fire Station #71 located at 10 S Addison Road, Addison, Illinois 60101 at 9:00am on July 8th, 2022. Sealed bid proposals titled “Sealed Bid – Fire Stations Window Replacement” will be accepted by mail or hand delivery to Fire Chief Scott Walker, 10 S Addison Road, Addison, Illinois 60101 until 1:00 p.m. on July 22nd, 2022 after which time no additional bids shall be accepted. The sealed bids will be opened at a public bid opening on July 25th, 2022 at the District’s Fire Station #71 located at 10 S Addison Road, Addison, Illinois 60101 and the contents of the bids announced. Prevailing Wages must be paid. A current Prevailing Wage Schedule for DuPage County prepared by the Illinois Department of Labor is available for review. All bids shall be submitted on the forms provided and shall be accompanied by a certified check or bid bond payable to the order of the Carol Stream Protection District in an amount not less than 5% of the bid amount. The District intends to award the contract for the work on the Project to the lowest responsible bidder, as determined by the District. The Addison Fire Protection District #1 reserves the right to waive any irregularities, technicalities, and other nonmaterial variances contained in any bid and reject all bids.

Addison Fire protection District #1
INVITATION TO BID AND INSTRUCTIONS TO BIDDERS
Fire Stations Window Replacement Project

INVITATION TO BID: The Addison Fire Protection District #1 (the “District”) invites you to bid on an anticipated contract for the **Fire Stations Window Replacement Project** (hereinafter referred to as the “Project”). It is anticipated that a single contractor will be awarded the contract for the Project. Prevailing wage rates must be paid. **A current Prevailing Wage Schedule for DuPage County prepared by the Illinois Department of Labor is available for review.**

PROJECT DESCRIPTION: The Project can generally be described as **Fire Stations Window Replacement Project**. The scope of the Project shall include all equipment, materials, labor, training, warranties and construction and/or installation services necessary to implement the contemplated construction. Unless otherwise attached hereto, the Specifications and other Contract Documents that more fully outline the required Work on the Project may be obtained from the Addison Fire Protection District #1, 10 S Addison Road, Addison, Illinois 60101. A copy of Specifications for the Project are attached to these Bid Documents.

CONTACT PERSON:

Scott Walker
Fire Chief
10 S. Addison Road
Addison, Illinois 60101
Ph: (630) 628-3100
Fax: (630) 543-9742
E-mail: swalker@addisonfire.org

PRE-BID MEETING: A **mandatory** pre-bid meeting shall be held on **July 8th, 2022** at 10 S Addison Road, Addison, Illinois 60101, so that the Bidders may acquaint themselves with the local conditions, access, scope of Work, etc., and to meet with various employees of the District in order to review the Specifications for the Project and other requirements to complete the Project. No allowance will be made for conditions which could have been readily observed by this site visit.

QUESTIONS AND ADDENDA:

Bidders on the Project may, in writing, ask questions or request clarification about this Invitation to Bid. Only written inquiries directed to the contact person listed above and received by prior to noon on July 15th, 2022 will be given consideration. Any response by the District to such written inquiries shall be disseminated to all of the participating bidders on the Project. All issued addenda shall become a part of the Contract Documents for the Project.

No oral comments will be made by the District or any of its representatives as to the meaning of Specifications and other Contract Documents associated with this Project.

Before the bid opening, the District will make available to the public answers to questions or any modifications or additions to this Project or this Invitation to Bid in the form of a written addendum. Bidders will not be relieved of any obligations under the Contract Documents due to a failure to examine or receive any such written addendum to the Contract Documents for the Project. In the event of a conflict with the original Bid Documents for this Project, any such issued addenda shall govern to the extent specified. Bidders are required to acknowledge receipt of any formal Addendum issued during the bid phase of this Project on its Bid Proposal submitted to the District.

BID SUBMISSION REQUIREMENTS: Each bid proposal shall be submitted on the Bid Proposal Form provided by the District and submitted to the Fire Chief, 10 S Addison Road, Addison, Illinois 60101 prior July 22nd, 2022 at 1:00 pm. All submitted bids must be written in black or blue ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, sealed and clearly marked “**Fire Stations Window Replacement Project.**” The envelope must also contain the name and address of the Bidder. **The Bidder must ensure that the sealed bid envelope is properly identified.** Any bids which are opened prior to the scheduled bid opening because of failure to properly mark the envelope in accordance with the this section shall be deemed non-responsive and not considered. A bid bond, cashier’s check or certified check in an amount not less than five percent (5%) of the total amount of the base bid amount must accompany each Bidder’s Bid Proposal unless otherwise stated by the District. Sealed Bid Proposals will be accepted before 1:00 p.m. on July 22nd, 2022 at the following location:

The Addison Fire Protection District #1
10 S. Addison Road
Addison, Illinois 60188
Attention: Fire Chief

BID OPENING: The Bid opening will take place in the meeting room at the Addison Fire Protection District #1, 10 S Addison Road, Addison, Illinois 60101 on July 25th, 2022 at 9:00 am. **PLEASE BE ADVISED THAT THE DISTRICT WILL NOT CONSIDER ANY ORAL, FACSIMILE, E-MAIL, or other ELECTRONICALLY TRANSMITTED BID.** Any bid proposal submitted to the District in this manner shall be considered a non-conforming bid and shall not be considered by the District.

COMPLETED BID PROPOSALS AND COPIES OF BIDS: Bidders must submit three (3) complete, sealed, signed and attested hardcopies of its bid proposal. Each submitted bid proposal shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy to be considered.

QUALIFICATION OF BIDDERS: The District may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid Documents and submit such form with the Bid Form. The District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential Bidders must demonstrate successful completion of five projects similar in scope and magnitude. Bidders must also demonstrate that they have sufficient resources, i.e. capital, laborers, sub-contractors, etc. to accomplish all tasks to complete the Project by the specified completion date.

SUBSTITUTIONS: The use of brand name or catalog number in the Specifications is only for the purpose of establishing a grade or quality required. Because the District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal". Bidders proposing to use an alternate must request approval in writing to the District no

later than five (5) business days prior to the bid opening. Bids which propose to use a non-approved alternate will be rejected.

The District shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

AWARD SELECTION: The District anticipates awarding the Contract for the Project to the lowest responsible Bidder complying with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, **the Addison Fire Protection District #1 does not award on price alone. The District also considers the quality of product, as judged by the District, terms of delivery, serviceability and any and all other factors permitted by law.** If specified on the Bid Proposal Form, awards will be based upon the submitted unit prices. The District reserves the right to award the Contract to one Bidder for the entire Project or to any series of Bidders for an appropriate portion of the Project. The District also reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of **ninety (90) days** after the date set for the bid opening. Bids are submitted to the Board for approval at a regular meeting of the Board of Trustees for the District.

AWARD OF CONTRACT: Upon opening and examining the submitted Bid Proposals, the District anticipates awarding the Contract for the Work on the Project to the Bidder (or Bidders as the case may be) determined to be the lowest responsible Bidder. The Bidder to whom the Project is awarded shall be required to enter into a contract for construction with the District substantially in the same form as the sample contract attached to these Bid Documents. The terms and conditions of the Contract between the Bidder and the District shall be the documents contained in these Bid Documents attached to the Invitation to Bid for the Project, including, but not limited to, the General Conditions, Specifications, Plans, Drawings.

If applicable, the successful Bidder will be required to provide performance and payment bonds covering the full amount of the Contract Price or Contract Sum securing full and faithful performance of the Contract and the payment for all labor material furnished by the Bidder or anyone furnishing such under the Bidder's contract or a subcontract of any tier. The successful Bidder will also be required to comply with the requirements under Illinois and federal law applicable to a public works project, including the Illinois Prevailing Wage Act.

COMPLIANCE WITH CONTRACT DOCUMENTS: Each submitted bid proposal shall be calculated in a manner to ensure compliance with the Contract Documents for the Project contained in these Bid Documents, including the General Conditions, Specifications, Drawings and other Design Documents, and all issued Addenda for the Project.

CERTIFICATION UNDER 720 ILCS 5/33-11: Each Bidder shall certify that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 2012.

DISTRICT'S RESERVATION OF RIGHTS: The Addison Fire Protection District #1 reserves the right to waive any irregularities, technicalities, informalities, and other nonmaterial variances contain in any Bid Proposal and to reject all Bids. The District reserves the right to hold the any received Bid Proposal for a period of ninety (90) days from the opening date set forth above.

If you have any questions regarding this Project, please contact Fire Chief Scott Walker at (630) 628-3100 or swalker@addisonfire.org.

ADDISON FIRE PROTECTION DISTRICT #1

Scott Walker

Scott Walker
Fire Chief
10 S. Addison Road
Addison, Illinois 60101
Ph: (630) 628-3100
Fax: (630) 543-9742
E-mail: swalker@addisonfire.org

GENERAL CONDITIONS

SECTION 1. DEFINITIONS.

Notwithstanding any other terms identified or defined in Contract Documents, the following terms referenced shall have the following meaning:

A. Contract Documents. The Contract Documents shall consist of the Agreement between the District and Contractor and those other documents identified and listed in the Agreement, including but not limited to, the specifications, general conditions, special conditions, issued addenda, drawings, plans, and any written modifications issued after execution of the Contract signed by both the District and Contractor.

B. Contract. The Contract Documents shall form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

C. Work. The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor in order to fulfill the Contractor’s obligations under the Contract.

D. District. The term “District” shall mean the Addison Fire Protection District #1, an Illinois fire protection district.

E. Contract Sum or Contract Price. The “Contract Sum” or “Contract Price” shall mean the total consideration in money to be paid to the Contractor for all necessary services, supplies, and equipment to perform the Work to complete the Project.

F. Contractor. “Contractor” shall mean the entity awarded the Contract to complete the Work on the Project.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Application for Payments and Lien Waivers. The Contractor shall submit an application for payment in an approved format (“Application for Payment”) to the District for payments under this Agreement. The District requires for each Application for Payment, a properly completed Contractor’s Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor’s partial or final waiver of lien must be included. Payment certificates shall not be issued by the District or its designated representative without such mechanics’ lien waiver and Contractor’s sworn statements unless they are conditioned upon such waivers and statements. Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the District with a final release and waiver of all liens covering all Work performed under the Contract relative to

the Project including all work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors. The District may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to the District. Final payment will be made by the District only upon inspection of the Work, completion of any punch list items and after receipt of final release and waiver of liens from all Subcontractors and material suppliers for the Work.

B. Authority to Withhold Payment. The District may decline to pay an invoice, in whole or in part, to the extent District decides it is necessary to protect it from loss due to any of the following:

- (i) Breach by Contractor of any of its obligations under the Contract (including the costs to the District of remedying the breach (whether by replacing or repairing the Work or otherwise) and all other costs directly attributable to other services that are required to be performed in connection with remedying such breach);
- (ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims;
- (iii) Contractor's failure to properly pay Subcontractors or to properly pay for equipment, materials or labor;
- (iv) Damage to District's or another's property where such damage arises out of the actual or alleged willful misconduct or negligent acts or omissions of Contractor and Subcontractors or their agents, employees or any other person to whom, directly or indirectly, Contractor or any Subcontractor may be liable;
- (v) Reasonable evidence that the Work will not be completed within the time requirements specified in the Contract or for the balance of the Contract Sum or Contract Price then unpaid;
- (vi) Unsatisfactory Work performed; or
- (vii) Incomplete, inaccurate, or unauthorized billing.

C. Records. The Contractor shall maintain records showing actual time devoted, type of Work performed per classification and costs incurred, and shall permit the District to inspect and audit all data and records of the Contractor for Work done on this Project.

D. Change Orders. Where a Change Order or a series of Change Orders authorize or necessitate an increase or decrease in either the cost of the Project totaling \$1,000 or more or the time of completion of the Project by 15 days or more, a written determination must be prepared and signed by the District or its designee stating that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the Contract was signed; or the change is germane to the original Contract as signed; or the Change Order is in the best interest of the District and authorized by law in accordance with 720 ILCS 5/33E-9. In addition, any Change Order on the Project that authorizes or necessitates any increase in the total amount of the Contract that is 50% or more of the original Contract Sum or Contract Price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is 50% or more of the original subcontract price, then the portion of the Contract that is covered by the Change Order must be resubmitted for bidding in the same manner for which the original

Contract was bid in accordance with the Public Works Contract Change Order Act (50 ILCS 525/1 *et seq.*).

E. Taxes. Contractor acknowledges that the District is a tax exempt entity under the laws of the State of Illinois and that the District shall, as part of its undertakings under this Contract, provide to the Contractor all certificates of exemptions and tax exempt numbers needed to entitle Contractor to purchase material and other items to be used on the Work or incorporated into the Work on a tax-exempt basis, said exemptions specifically to include but not be limited to the “Illinois Retailer’s Occupation Tax” (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give the District its full benefit of its tax-exempt status, and Contractor shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give the District the full benefit of its tax exempt status. The District shall not be liable for, and shall be entitled to a credit against the Contract Sum or Contract Price for any sales tax paid by Contractor or any subcontractor of any tier which is shown to have been charged to the District as part of the Contract Sum or Contract Price, as a component of the schedule of values, as a unit price, or otherwise.

F. Additional Services. The Contractor acknowledges and agrees that the District shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement (“*Additional Services*”), regardless of whether such Additional Services are requested or directed by the District, except upon the prior written consent of the District.

G. Prompt Payment Act. All payments made under this Contract shall be made in conformance with the provisions of the Local Government Prompt Payment Act. 50 ILCS 505/1 *et seq.*

SECTION 3. INSURANCE, INDEMNIFICATION, BONDS AND WARRANTY.

The Contractor shall purchase and maintain the following insurance coverages and/or policies for duration of the Project:

Workers’ Compensation and Employers Liability Insurance. Statutory Workers’ Compensation coverage complying with the law of the State of Illinois and Employer's Liability insurance with minimum coverage limits of \$1,000,000 each accident, including occupational disease coverage with limits of \$1,000,000 per employee, subject to policy minimum limits of \$1,000,000 per annum.

Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 for any one accident for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products - completed operations aggregate, and \$1,000,000 each occurrence for bodily injuries, death and property damage, and

personal injury resulting from any one occurrence, including the following endorsements, coverages and/or conditions:

- (1) Shall name the DISTRICT as additional insured in accordance with the Contractor's Obligations set forth below.
- (2) Products/Completed Operations for two (2) years after completion of the Work. Contractor to provide evidence of such insurance at final payment and for two years thereafter.
- (3) Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor's contractual indemnity obligations under the Contract.
- (4) Premises-Operations and Independent Contractors.
- (5) Broad form property damage coverage.
- (6) Personal injury coverage.
- (7) XCU Coverages - Collapse, Explosion and Underground Property Damage.
- (8) Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
- (9) If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
- (10) If the primary / non-contributory wording is not available or provided, a separate Owners & Contractors Protective Liability (OCP) must be provided, listing all the Additional Insureds and with limits equal to \$2,000,000 per occurrence and \$2,000,000 aggregate.
- (11) The General Aggregate shall apply on a "Per Project" basis

Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$3,000,000 per occurrence and \$3,000,000 general aggregate, with coverage at least as broad as the underlying policies.

Professional Liability Insurance. If the Contractor is to provide professional services under the Contract, Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00 unless this requirement is otherwise waived by the DISTRICT. Such professional liability coverage shall be maintained for at least four (4) years after completion of work and/or services under the Contract. Evidence of such insurance shall be provided upon request from the DISTRICT during this period.

Contractor's Obligations. The Contractor shall have the following obligations with regard to the required insurance under the Contract:

- (1) The insurance policies required under the Contract shall be endorsed to contain the following provisions: The DISTRICT their officers, officials, employees, and agents shall be covered and/or named as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by the Contractor or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired, or

borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 20 37; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.

(2) The Contractor shall provide evidence of the required insurance coverages under this Contract by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the DISTRICT. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.

(3) The Contractor shall provide immediate notice to the DISTRICT upon the cancellation of any insurance policy or policies required hereunder.

(4) All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the DISTRICT has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Contract, endorse or require each policy to waive any and all rights of subrogation for losses and/or damages arising from the work and/or services provided by the Contractor against the DISTRICT or other Additional Insured except where not permissible by law.

(5) The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Contract to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations, including waivers of subrogation in favor of the DISTRICT.

(6) Under no circumstances shall the DISTRICT be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to, the following: (i) allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or (ii) failure to examine, or to demand correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.

(7) The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the DISTRICT.

(8) The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the

DISTRICT in excess of policy limits or not covered by the policies purchased by the Contractor.

(9) The Contractor shall notify the DISTRICT, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

(10) The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the DISTRICT and its agents against loss, liability, costs, expenses, attorneys' fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.

(11) All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the DISTRICT.

B. Indemnification. To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend and hold harmless the Addison Fire Protection District #1 and its officers, employees and agents (collectively "Indemnitee"), from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of Work under this Contract, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent act or omission, intentional misconduct, or breach of applicable law of the Contractor or anyone or entity directly or indirectly employed by Contractor for whose acts Contractor may be liable. Under no circumstance shall Contractor's indemnification apply to Damages caused by the negligence of the Indemnitee.

C. Performance and Payment Bonds. Unless otherwise waived by the District, the Contractor shall furnish to the District at the time of execution of the Contract, Performance and Payment Bonds in the full amount of the Contract Sum securing the full and faithful performance of the Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in a form provided by the District or otherwise acceptable to the District. Said bonds shall be written by a surety authorized to do surety business in Illinois and acceptable to the District, in its sole and absolute discretion. The cost thereof shall be paid by the Contractor. All bonds provided by the Contractor shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under the Prevailing Wage Act.

D. Warranty. Contractor warrants to the District that: (1) materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects and in materials and workmanship under normal use and service for one year from Final Completion of the Project and all deficiencies shall be corrected by the Contractor immediately upon notification from the District. Under this warranty, Contractor is obligated to repair or replace, at its option, defective equipment, materials, software or any other equipment and/or materials provided and installed on the Project at its own expense. Contractor warrants that replacement or repaired equipment, materials, software, or any other provided and installed equipment and/or materials furnished hereunder shall be in accordance with the current industry standards and that all labor shall be performed in a workmanlike manner and in accordance with industry standards.

Any warranties provided under the Contract Documents shall not preclude the District's right to bring any action for Contractor's breach of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall finish satisfactory evidence as to the kind and quality of materials and equipment.

Contractor shall pass-through to the District all manufacturers' warranties for the equipment and supplies installed on the Project. Contractor shall provide written evidence satisfactory to the District prior to the commencement of the Work on the Project evidencing all equipment and/or product warranties that will pass-through to the District.

SECTION 4. PREVAILING WAGES.

Prevailing Wages.

A. This Project calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Contractor and/or Vendor and all subcontractors and other contractors performing work on the Project are required to pay not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor for all laborers, workers and mechanics performing work under the Contract. The Illinois Department of Labor ("IDOL") has adopted the prevailing wages for DuPage County effective January 6th, 2022 as revised. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. The Contractor and all subcontractors are responsible for checking the IDOL's website for revisions to the prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Contract. All bonds provided by the Contractor under the terms of this Agreement shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

B. Records and Certified Payroll. Records and Certified Payroll. The Contractor shall require that all contractors and subcontractors participating on the Project to make and keep those payroll records of all laborers, mechanics, and other workers employed by them on the

Project as required under Section 5 of the Prevailing Wage Act and hereafter amended. These records shall include the following regarding each of the workers participating on the Project: (i) name; (ii) address; (iii) telephone number when available; (iv) social security number; (v) classification or classifications; (vi) gross and net wages paid in each pay period; (vii) number of hours worked in each pay period; (viii) starting and ending times of work each day; (ix) hourly wage rate; (x) hourly overtime wage rate; (xi) hourly fringe benefit rates; (xii) name and address of each fringe benefit fund; (xiii) the plan sponsor of each fringe benefit fund, if applicable; and (xiv) the plan administrator of each fringe benefit, if applicable. No later than the 15th of each month, the Contractor shall file with the Illinois Department of Labor through its electronic Prevailing Wage Portal, and the Owner upon request, a certified payroll that includes a copy of the records referenced above required under Section 5 of the Prevailing Wage Act but may exclude the starting and ending times of work each day. This certified payroll shall be accompanied by a statement signed by the Contractor and/or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted under the Prevailing Wage Act and that such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; and (iii) the Trade Contractor, or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A sample statement for the Certified Payroll is attached hereto at EXHIBIT “4”.

SECTION 5. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

A. Compliance with Governmental Regulations. Contractor shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances. This provision shall not be limited to those statutes, ordinances and/or regulations referred to herein.

B. Certification to Enter into Public Contracts. Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Contractor shall execute the attached Certification at EXHIBIT “1”.

C. Substance Abuse Prevention on Public Works Projects. Contractor certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), and will provide a copy thereof to the District. Contractor shall execute the attached Certification at EXHIBIT “2”.

D. Payments to the Illinois Department of Revenue. Contractor certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue. Contractor shall execute the attached Certification at EXHIBIT “3”.

E. Non-Discrimination: Human Rights Act. Contractor hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the Contractor and its subcontractors shall not engage in

any prohibited form of discrimination in employment as defined in the Act. The Contractor shall maintain, and require that its subcontractors maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of an individual's actual or perceived of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract.

Sexual Harassment Policy:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each Subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the District upon request.

SECTION 6. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the District and Contractor in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the District or the Contractor without the prior written consent of the other party.

C. Time is of the Essence. Time is of the essence for the performance of the Work and the completion of the Project.

D. Venue and Governing Law. This Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

E. Arbitration and Mediation. Notwithstanding any inconsistent or contrary provision in any other provision of the Contract Documents, no claim or dispute arising under this Contract shall be subject to arbitration unless the parties mutually agree on a submission to arbitration, which submission shall be in writing and signed by the parties and shall set forth a specific statement of the nature of the dispute and shall contain an express statement on the limitations of the powers of the arbitrator. The parties mutually agree that in the absence of such submission, arbitration cannot be demanded or compelled by either party.

F. No Damages for Delay. The Contractor agrees that in the event of delay for any reason caused by any party or person, it will be fully compensated for the delay by an extension of time to complete the Contract and will not seek additional compensation.

G. No Waiver by Payment. Notwithstanding any language in these General Conditions or other Contract Documents to the contrary, District shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

H. No Waiver of Subrogation. Notwithstanding any inconsistent or contrary provision in the Contract Documents to the contrary or inconsistent with this provision, the District shall not be deemed to have waived any right of subrogation which it, its insurance carrier, any self-insurance risk pool or risk management association, (or any combination of these entities) may have against the Contractor, the Engineer, the Architect or any Subcontractor of any tier for any damage caused by Contractor, the Engineer, the Architect or any Subcontractor of any tier, to the District or District's property.

I. Freedom of Information Act. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the District has contracted. The District will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the District for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the District within two (2) business days of the request being made by the District. The undersigned agrees to indemnify and hold harmless the District from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the District under this Contract.

J. Limitation of Liability Provisions. Notwithstanding any inconsistent or contrary provision in the Contract Documents, the District shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Contractor.

K. Authority to Execute.

1. The District. The District hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Contractor. The Contractor hereby warrants and represents to the District that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

N. Patent and Copyright. The Contractor and its Surety shall pay for all royalties and/or license fees and assume all costs incident to the use in performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject to patent or copyrights held by others, and, additionally, shall defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor and its Surety shall hold and save the District and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the Contract including its use by the District, unless otherwise specifically stipulated and agreed to in this Contract.

O. Advertisement. The Contractor and subcontractor shall not display any signs, posters, or other advertising matter in or on the Work or on or around the District property without the specified approval in writing by the District. In addition, no advertising copy mentioning the District or quoting the opinions of any of its employees may be released unless such copy is approved in writing by the District before release.

SECTION 7. TERMINATION.

A. Termination for Default. The District may cancel the Contract for breach, as determined by the District, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to the District. This cause for breach may include any cessation or diminution of service which, in the opinion of the District, is not in its best interest or any failure to comply with the terms of the Contract.

The District shall notify the Contractor in writing of any Contract breach. The Contractor shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, the District may cancel the Contract by giving thirty (30) days' notice in writing of its intention to cancel this Contract.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

B. Termination for Convenience. The District shall have the ability to terminate the Contract with thirty (30) days advance notice in its sole and absolute discretion. In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed up until the point of termination.

**CONSTRUCTION CONTRACT BETWEEN THE BOARD OF TRUSTEES OF
THE ADDISON FIRE PROTECTION DISTRICT #1 AND**



GENERAL CONSTRUCTION AGREEMENT (“Agreement”) made this _____ day of _____, 2022, by and between the BOARD OF TRUSTEES OF THE ADDISON FIRE PROTECTION DISTRICT #1, an Illinois fire protection district, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 *et seq.*, (hereinafter also referred to as the “District”) and _____, _____ (hereinafter also referred to as the “Contractor”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the District’s statutory powers, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

A. Engagement of Contractor. The District desires to engage the Contractor, further identified below, to perform and/or provide all Work, labor, materials, equipment and services and do all else required to construct the Project identified below.

Contractor Name (“Contractor”)	_____
Address 1	_____
City, State Zip	_____
Address 2	_____
City, State Zip	_____
Phone	_____
Email	_____
Project Name/Description	_____
Agreement Amount/Contract Sum	_____

B. Project Description. The Project includes the removal and replacement of the windows at Station #73 located at 100 N. Rohlwing Rd, Addison, Illinois and Station #71 located at 10 S. Addison Rd, Addison, Illinois . The Specifications for the Project are attached here at EXHIBIT 5.

Notes:

- a. If attachments are made to the Contract, any such document should be referenced as part of the Contract Documents referenced herein.

- b. Also, if additional documents are attached to this Contract, the District staff should make sure that the provisions contained in the attached document or documents are not contrary to or in conflict with the terms and conditions of this Contract.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

Agreement Amount. The District agrees to pay the Contractor for the performance of the Work of this Contract for the completion of the Project, subject to additions and deductions as provided in the Contract Documents, the Contract Sum of _____ (\$_____).

SECTION 3. COMMENCEMENT OF CONTRACT

Commencement; Time of Performance. The Work on this Contract shall commence upon the issuance of a notice to proceed and continue expeditiously from that date until final completion on _____ or as otherwise set forth in the notice to proceed. Failure to meet the time frame of the Contract shall be considered an occasion of default under the Contract. The Contract time shall not be increased without the express written consent of the District.

SECTION 4. GENERAL PROVISIONS

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the District and Contractor in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the District or the Contractor without the prior written consent of the other party.

C. Time is of the Essence. Time is of the essence for the performance of the Work and the completion of the Project.

D. Venue and Governing Law. This Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

SECTION 5. NOTICE

Notice to Parties. All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices and communications to the District shall be addressed to, and delivered at, the following addresses:

Addison Fire Protection District #1
10 S. Addison Road
Addison, Illinois 60101
Attn: Fire Chief

Notices and communications to the Contractor shall be addressed and delivered to the person and address for the Contractor identified in Section 1.

SECTION 6. CONTRACT DOCUMENTS

This Contract shall embrace and include all of the applicable Contract Documents listed below and shall be incorporated herein by reference:

- a) This executed Agreement;
- b) The General Conditions attached to the Bid Documents for the Project,
- c) Specifications for the Project;
- d) Drawings for the Project, if any;
- e) Certification Under 720 ILCS 5/33E-11, attached hereto as **EXHIBIT 1**;
- f) Substance Abuse Prevention on Public Works Projects Certification, attached hereto as **EXHIBIT 2**;
- g) Illinois Department of Revenue – Tax Compliance Certification, attached hereto as **EXHIBIT 3**;
- h) Payroll Certification Under 820 ILCS 130/5, attached hereto as **EXHIBIT 4**;
- i) Specifications attached hereto as **EXHIBIT 5**;
- j) Required Performance and Payment Bonds;
- k) Required Insurance and Certificates of Insurance evidencing required insurance coverages;
- l) Submitted Bid Proposal; and
- m) All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer.

SECTION 7. AUTHORITY TO EXECUTE

1. The District. The District hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Contractor. The Contractor hereby warrants and represents to the District that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year written below.

**THE BOARD OF TRUSTEES
OF THE ADDISON FIRE
PROTECTION DISTRICT #1**

[INSERT NAME OF CONTRACTOR]

President, Board of Trustees
of the Addison
Fire Protection District #1

Authorized Officer

Date: _____

Print Name: _____
Its: _____

Date: _____

ATTEST:

ATTEST:

Secretary, Board of Trustees
of the Addison Fire
Protection District #1

Print Name: _____
Its: _____

EXHIBIT 1

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____ (name), certify that I am employed as the _____ (title) of _____ (INSERT NAME OF CONTRACTOR), and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 2012.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EXHIBIT 2

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and will provide a copy thereof to the ADDISON FIRE PROTECITON DISTRICT #1 prior to commencement of work on the Project.

Firm Name

By: _____
Name/Title

Signature

Subscribed and sworn to
before me this _____ day
of _____, 20____.

Notary Public

EXHIBIT 4

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, _____ (name), certify under oath that I am employed as the _____ (title) of _____ (company), a contractor or subcontractor that has performed work on the ADDISON FIRE PROTECTION DISTRICT #1 for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that I have examined the certified payroll records attached hereto required to be submitted under the Prevailing Wage Act and that such records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and (3) that I am aware that filing a certified payroll that I know to be false is a Class A misdemeanor.

Firm Name

By: _____
Name/Title

Signature

Subscribed and sworn to
before me this _____ day
of _____, 20____.

Notary Public

EXHIBIT 5

SPECIFICATIONS FIRE STATIONS WINDOW REPLACEMENT PROJECT

The ADDISON FIRE PROTECTION DISTRICT #1 is requesting proposals for the FIRE STATIONS WINDOW REPLACEMENT PROJECT:

- Removal and disposal of old windows, trim that cannot be matched or saved (inside & outside).
- Windows shall be double hung vinyl windows where operable windows exist and fixed vinyl windows where current fixed windows exist.
- All windows shall have Low-E glass, screens (as appropriate) and in between the glass grid dividers.
- Match the color of new windows with existing windows or a color chosen by the Addison Fire Protection District #1.
- Fitting and installation of new windows (both fixed and operable).
- Wood finished trim inside to match the current trim.
- Aluminum trim/flashing on the exterior including caulk and sealing of the newly installed windows and trim to match current exterior finishes.
- Protect interior finishes. Repair and / or replace trim and wall finishing's required.
- Repaint entire walls where necessary to correct any damages that occur during replacement.
- Repair any damage to inside or outside of frame caused by window installation.

Location for proposed work:

Fire Station #71 – 10 S. Addison Road, Addison, IL
Fire Station #73 – 100 N. Rohlwing Road, Addison, IL

BID PROPOSAL FORM

Addison Fire Protection District #1

June 24th, 2022

FIRE STATIONS WINDOW REPLACEMENT PROJECT

PROPOSAL OF:

DATED:

Name of Bidder

For the Construction and/or other Work included in the Contract for:

FIRE STATIONS WINDOW REPLACEMENT PROJECT
Fire Stations 71 & 73

Board of Trustees:

In submitting this proposal, the undersigned Bidder agrees:

1. To not withdraw my proposal for a period of ninety (90) days after receipt of bids.
2. To enter into an execute a contract, if awarded on the basis of this proposal, and to furnish required performance and payment bonds, if so required, within ten (10) days of written Notice of Award.
3. To construct the Work in accordance with the Contract Documents associated with the Project, including, but not limited to, the specifications, drawings, general conditions, etc.

The undersigned declares that he or she has examined the site of the work, the drawings, specifications, bid documents, general conditions and other Contract Documents for the FIRE STATIONS WINDOW REPLACEMENT PROJECT.

The undersigned acknowledges receipt of the following Addenda issued by the ADDISON FIRE PROTECTION DISTRICT #1 during the bidding period:

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

BASE BID: The undersigned proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete the

FIRE STATIONS WINDOW REPLACEMENT PROJECT in accordance with the specifications, bid documents and other Contract Documents associated with the Project for the stipulated sum:

_____ DOLLARS(\$_____)

Unit Prices: The above-referenced Base Bid is comprised of the following unit prices:

Product Name	Estimated Quantity Needed		Unit Price (units)	Total Price

DOCUMENTS TO BE SUBMITTED WITH BID: The Bidder shall submit the following documents with his or her bid: (1) this Bid Proposal Form; (2) Statement of

Experience; (3) List of Subcontractors and Suppliers Form; (4) Certification under 720 ILCS 5/33E-11 (Exhibit 1); (5) Substance Abuse Prevention on Public Works Projects certification (Exhibit 2); and Tax Compliance Certification (Exhibit 3).

The undersigned has checked the Plan(s), Specifications and other Contract Documents for the Project and the above figures and understands that he or she shall be responsible for any errors or omissions based upon these Plan(s), Specifications and other Contract Documents as submitted on the Bid Proposal Form.

It is understood and agreed that the Addison Fire Protection District #1 reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Addison Fire Protection District #1 Board of Trustees or other officer of the Addison Fire Protection District #1, or any person in the employ of the Addison Fire Protection District #1 is directly or indirectly interested in this bid, or in any portion of the profits thereof.

Name of Person or Entity submitting this Bid

Street Address

City

State

Zip

Telephone Number

Fax Number

Bid Form is not valid unless properly signed:

SIGNATURE

Date

STATEMENT OF EXPERIENCE

_____, being duly sworn, says that he/she is _____ of _____,
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion).

I/we hereby authorize the Addison Fire Protection District #1 to contact the individuals listed below.

<u>Project Name</u>	<u>Contact</u>	<u>Phone #</u>	<u>Completion Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Signature)

LIST OF SUBCONTRACTORS AND SUPPLIERS FORM

The subcontractors and suppliers listed below will be involved in this contract work in the assignments. We understand that any deviation from this list must be requested and approved in writing ten days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors

Work Assignment

Suppliers

Material
