

INVITATION TO BID
STATION #107 PARKING LOT REPLACEMENT PROJECT
BID DOCUMENTS AND PROJECT SPECIFICATIONS

Bid Submission Deadline: *July 26, 2024 at 1:00 P.M.*

Bid Opening: *July 26, 2024 at 1:15 P.M.*

Bensenville Fire Protection District
500 S. York Road
Bensenville, IL 60106 (630) 350-3441
Email: admin@bensenvillefpd.org

June 7, 2024



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ADVERTISEMENT FOR BID

LEGAL NOTICE

ADVERTISEMENT FOR BIDS. The Bensenville Fire Protection District (“District”) is accepting sealed bids for the Station #107 Parking Lot Replacement Project. The Project can generally be described as the full removal and full replacement of the rear parking lot concrete and asphalt at the District’s Fire Station #107 located at 500 S York Road, Bensenville, Illinois 60106. The scope of the project shall include all equipment, materials, labor, warranties, construction and/or installation services necessary to remove and replace the fire station’s rear parking lot including hauling of any waste or materials. The detailed specifications and other contract documents for the Project can be obtained online at www.bensenvillefpd.org/parkinglotproject.

For further information contact Fire Chief/Administrator Douglas Halverson via e-mail at dhalverson@bensenvillefpd.org. Sealed bid proposals titled “Sealed Bid – Station #107 Parking Lot Replacement Project” will be accepted by email or by hand delivery to Chief Douglas Halverson, Bensenville Fire Protection District, 500 S. York Road, Bensenville, IL 60106 until 1:00 P.M. on July 26, 2024, after which time no additional bids shall be accepted. These sealed bids will be opened at a public bid opening on July 26, 2024 at 1:15 P.M. in the meeting room of the Districts Station #107 located at 500 S. York Road, Bensenville, Illinois 60106, 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 Bensenville Fire Protection District in the amount not less than (5%) five percent 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 Bensenville Fire Protection District reserves the right to waive any irregularities, technicalities, and other nonmaterial variances contained in any bid and reject all bids.

**BENSENVILLE FIRE PROTECTION DISTRICT
INVITATION TO BID AND INSTRUCTIONS TO BIDDERS
STATION #107 PARKING LOT REPLACEMENT PROJECT**

INVITATION TO BID: The Bensenville Fire Protection District (the “District”) invites you to bid on an anticipated contract for the STATION #107 PARKING LOT 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 shall 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 a **COMPLETE REMOVAL AND REPLACEMENT FOR THE PARKING LOT AT FIRE STATION #107 AT 500 S. YORK ROAD, BENSENVILLE ILLINOIS**. 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 Bensenville Fire Protection District, 500 S. York Road, Bensenville Illinois 60106. A copy of Specifications for the Project is attached to these Bid Documents.

CONTACT PERSON:

Fire Chief/Administrator Douglas Halverson
Bensenville Fire Protection District
500 S York Road
Bensenville, Illinois 60106
E-mail: dhalverson@bensenvilfefpd.org
Ph: (630) 350-3441

QUESTIONS AND ASSEENDA:

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 August 1, 2024, 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 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 at 500 S York Road, Bensenville Illinois 60106 prior to 1:00 P.M. on July 26, 2024. 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 “**SEALED BID PROPOSAL FOR STATION #107 PARKING LOT REPLACEMENT PROJECT.**” The envelope must also contain the name and address of the Bidder. **The Bidder must ensure 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 this session shall be deemed non-responsive and not considered. **A bid bond, cashier’s check or certified check in the 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 26, 2024, at the following location:

Bensenville Fire Protection District
500 S York Road
Bensenville, Illinois 60106
Meeting Room
Attention: Fire Chief/Administrator Douglas Halverson

BID OPENING: The Bid opening will take place in the meeting room at Bensenville Fire Protection District Station #107, 500 S York Road, Bensenville, Illinois 60106 on **July 26, 2024**, at 1:15 P.M. **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 one (1) complete, sealed, signed, and attested hardcopies of its bid proposal. Each bid proposal shall include all requested information, forms, affidavits, and addendum acknowledgements (if applicable) in each copy to be considered.

QUALIFICATIONS OF BIDDERS: The district may act 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 three projects similar in scope and magnitude. Bidders must also demonstrate

that they have sufficient resources, i.e. capital, laborers, subcontractors, etc., to accomplish all tasks to complete the Project by the specified completion date.

SUBSTITUTIONS: The use of brand name or catalog number in 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 alternative 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 Bidder complying with the considerations and Specifications presented herein. Although price is a major consideration in the award of bids, **the Bensenville Fire Protection District does not award on price alone. The Bensenville Fire District, terms of delivery, serviceability and all other factors permitted by law.** If specified on 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 any series of Bidders for an appropriate portion of the Project. The district also reserves the right to: determine whether the selection, in its judgement, 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 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 subcontractor 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, 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 because 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 Bensenville Fire Protection District reserves the right to waive any irregularities, technicalities, informalities, and other nonmaterial variances contained in any Bid Proposal and to reject all Bids. The district reserves the right to hold the and 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/Administrator Douglas Halverson at (630) 350-3441 or dhalverson@bensenvillefpd.org

BENSENVILLE FIRE PROTECTION DISTRICT

Fire Chief/Administrator Douglas Halverson

Douglas Halverson
Fire Chief/Administrator
Bensenville Fire Protection District
500 S York Road
Bensenville, Illinois 60106
E-mail: dhalverson@bensenvillefpd.org
Phone: (630) 350-3441

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 Contract Documents, whether completed or partially completed, and includes all labor, material, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.
- D. **District**. The term “District” shall mean the BENSENVILLE FIRE PROTECTION DISTRICT, an Illinois fire protection district.
- E. **Contract Sum or Contract Price**. The “Contract Sum” or “Contract Price” shall mean the total considered in money to be paid to the Contractor for all necessary services, supplies, and equipment to perform the work to complete the project. The final bid price will stand with no additional cost to the district.
- 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. Applications 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 of 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 lien, as appropriate, before a payment will be made to the Contractor. The Contractor’s partial or final waiver of lien must be included by all parties. 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 term and conditions of the Contract and final payment, the Contractor agrees to provide the district with the 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, subcontractors, and or workers. 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 parties including but not limited to Subcontractors, workers, and material suppliers for the work rendered.

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 such claims;
- iii. Contractor's failure to properly pay Subcontractors or to properly pay for equipment, material or labor;
- iv. Damage to Districts or another's property where such damage arises out of the actual or alleged willful misconduct or negligence acts or omissions of Contractor and Subcontractors or their agents, employees or any other person to whom, directly or indirectly, Contractor or and Subcontractor may be liable;
- v. Reasonable evidence that Work will not be completed within the time frame 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 authorizes or necessitates an increase or decrease in the cost of the Project totaling \$10,000. or more or the time of completion of the Project by 30 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 additions, any Change Order on the Project that authorizes or necessitates any increase in the total amount of the Contract that is 10% or more of the original Contract Sum or Contract Price or authorizes or necessitates any increase in the price of a subcontract that is 10% 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 Order Act (50 ILCS 1075/1 *et seq.*).

- E. **Taxes.** Contractor acknowledges that the District is a tax exempt entity under the laws of the State of Illinois and 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 limited to the "Illinois Retailers Occupation Tax" (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated to give the district its full benefit of its tax-exempt status, and Contractor shall require that all subcontractors 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 Subcontractors 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 uncured 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 501/1 *et seq.*

SECTION 3. INSURANCE, INDEMNIFICATION, BONDS AND WARRANTY.

- A. **Insurance.** The Contractor shall carry workers' compensation and commercial general liability insurance in the amounts set forth below and provide the district with certificates of insurance and endorsements prior to commencing with Work. All such insurance shall be carried out with companies satisfactory to the district and be rated at least A VI by A.M. Best Company.

Workers' Compensation Coverage: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the Work under this Contract.

Employer's Liability: \$2,000,000. Minimum liability.

Commercial General Liability Coverage: Bodily injury and property damage (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage). The BENSENVILLE FIRE PROTECTION DISTRICT shall be named as an additional insured.

Limits:	Each Occurrence- Combined Single Limit	\$2,000,000.
	Aggregate – Completed Operation	\$2,000,000.
	Each Occurrence – Blanket Contractual Liability	\$2,000,000.

Commercial Automobile Liability Coverage: The Contractor shall maintain, until the completion and acceptance of Work under this Contract, insurance to protect from claims for bodily injury and property damage which may arise from the use of motor vehicles engaged in various operations under this Contract.

Limits:	Bodily Injury and Property	\$2,000,000.
	Damage combined single limit	

Professional Liability Coverage (professional services contract only):

Limits:	Each Occurrence:	\$2,000,000.
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The Contractor shall have the following obligations regarding insurance coverage for the Work under Contract:

1. All certificates of insurance required to be obtained by the Contractor shall provide those coverages under the policies named shall not be cancelled, 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. All certificates of insurance shall be named the BENSENVILLE FIRE PROTECTION DISTRICT as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
2. All insurance required by 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 additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

3. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
 4. 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:
 - a) allowing Work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
 5. 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 more than policy limits or not covered by the policies purchased.
 6. 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 of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 7. 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 use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the certificates of insurance shall include as named additional insured the following:
 - a) BOARD OF TRUSTEES OF BENSENVILLE FIRE PROTECTION DISTRICT and its officers, employees, and agents.
- B. **Indemnification.** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend and hold harmless the BENSENVILLE FIRE PROTECTION DISTRICT and all 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 stated in the Agreement, if Contract Price is greater than \$50,000., 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 materials 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 great 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 five (5) years 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. The contractor shall provide satisfactory evidence as to the kind and quality of materials and equipment.

The contractor shall pass through to District all manufacturers' warranties for the equipment and supplies installed on the Project. The 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 pass through to the district.

SECTION 4. PREVALING WAGES.

- A. **Prevailing Wages.** This Contract 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 all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers, and mechanics. THE BENSENVILLE FIRE PROTECTION DISTRICT NO. 1 has adopted the prevailing wages as determined by the Illinois Department of Labor (“IDOL”) for DuPage County, effective May 2024, as revised. The prevailing wages are revised by IDOL and are available on IDOL website, www.state.il.us/agency/idol. The Contractor and all subcontractors are responsible for checking IDOL’s website for revisions to the prevailing wage rates. If the IDOL should revise the prevailing rates of wages, then the revised rates shall apply to this Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total Contract Sum. All bonds provided by the Contractor under the terms of this Contract 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.** The Contractor and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. A sample Payroll Certifications is attached hereto at **EXHIBIT “4”**. Such payroll shall record for each laborer, mechanic and other worker employed on the Project by the Contractor and subcontractor the name of the worker, address, telephone number, social security number, classification or classifications, actual hourly wages paid for each pay period, hours worked per day and the starting and ending time of work for each day. The certified payroll shall also include a statement signed by Contractor or subcontractor which avers that: (i) 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 Contractor or subcontractor is aware that filing a certified payroll that he/she knows to be false is a Class B misdemeanor.

SECTION 5. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

- A. **Compliance with Governmental Regulation.** Contractors 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 because of a violation of either 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the 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 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 regarding 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 compliant 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 applicable statutory procedures.
- B. **Assignment.** This Agreement may not be assigned by the District or the Contractor without 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 completion of the Project.
- D. **Venue and Governing Law.** This Contract shall be governed by the laws of State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit Court 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 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, the 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 the Contractor, the engineer, the architect or any subcontractor of any tier, to the District or District's property.
- I. **Freedom of Information.** 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 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 the 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, attorney's 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 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 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 agreement 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 performance of the Work or the incorporation in the Work of any invention, design, process, product, or devise 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 the 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 this 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 cancelation for any cause, no payments 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 BENSENVILLE FIRE PROTECTION DISTRICT AND



GENERAL CONSTRUCTION AGREEMENT (“Agreement”) made this [redacted] day of [redacted], 2024, by and between the BOARD OF TRUSTEES OF THE BENSENVILLE FIRE PROTECTION DISTRICT, 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 [redacted], [redacted] (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 current parking lot for Station #107 located at 500 S York Road, Bensenville, IL 60106. 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:

Bensenville Fire Protection District
500 S York Road
Bensenville, IL 60106
Attn: Fire Chief Douglas Halverson

Notices and communications to the Contractor shall be addressed and delivered to the person and the 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 BENSENVILLE FIRE
PROTECTION DISTRICT**

[INSERT NAME OF CONTRACTOR]

President, Board of Trustees
of the Bensenville
Fire Protection District

Authorized Officer

Date: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:

ATTEST:

Secretary, Board of Trustees
of the Bensenville
Protection District

Print Name: _____

Its: _____

EXHIBIT 1

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, [redacted] (name), certify that I am employed as the [redacted] (title) of [redacted] (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
of _____, 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 BENSENVILLE FIRE PROTECTION DISTRICT 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 3

TAX COMPLIANCE CERTIFICATION

Illinois Department of Revenue – Tax Compliance

_____ (NAME OF CONTRACTOR), having submitted a proposal for the STATION #107 REAR PARKING LOT REPLACEMENT PROJECT to the BENSENVILLE FIRE PROTECTION DISTRICT, 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 _____ 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 _____ (name of project) for the BENSENVILLE FIRE PROTECTION DISTRICT 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 the attached payroll 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 B misdemeanor.

Firm Name

By: Name/Title

Signature

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

Notary Public

EXHIBIT 5

SPECIFICATIONS STATION #107 PARKING LOT REPLACEMENT PROJECT

The Bensenville Fire District is requesting proposals for the STATION #107 PARKING LOT REPLACEMENT PROJECT:

- Complete Parking Lot Removal and Replacement
 - Removal of all existing Asphalt & Concrete – Remove and haul away all current asphalt, membrane, concrete, and debris.
 - Excavation – Excavate depth to allow 4 inches of CA6 crushed aggregate stone and 10 inches of concrete allowing proper water pitch.
 - Aggregate – CA6 crushed aggregate and compact.
 - Concrete Install – 4000 psi concrete, clean aggregate and fiber mesh with steel wire mesh to a total of 10 inches of total concrete thickness with concrete curbline from street on both East and West side on entrance into parking lot with proper pitch for drainage. Approximately 5,770 sf.
 - Remove all forms after curing
 - Seal all new concrete.
 - Minimum of a 5-year labor & material warranty.
 - Asphalt Install – Add CA6 crushed aggregate stone to existing base. Grade for proper pitch and compact. Paved with 4 inches of IDOT modified state approved asphalt to the fence line on top of installed 6.5 Inches of binder asphalt compacted to 6-inch depth prior to paving surface. Approximately 11,515 sf.
 - Install yellow striping for parking spaces.
 - Site clean of all debris from construction project.

- Chosen contractor is responsible for maintaining clean worksite of a 24-hour operating fire station.
- Chosen contractor is responsible for not disturbing the 911 memorial and surrounding landscaped area, as well as area around Verizon tower and Deck areas.
- Contractor must adhere to OSHA work safety rules
- The contractor must at the completion of work assure that all gutters are properly secured and cleaned.
- Contractor will obtain necessary building permits with the Village of Bensenville located at 12 S Center, Bensenville, IL 60106.

Location for proposed work:

Bensenville Fire District Station #107
500 S York Road
Bensenville, IL 60106

BID PROPOSAL FORM

BENSENVILLE Fire Protection District

July _ , 2024

Station #107 Parking Lot Replacement Project

PROPOSAL OF:

DATED:

Name of Bidder

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

STATION #107 PARKING LOT REPLACEMENT PROJECT
BENSENVILLE Fire Protection District, Station #107
500 S York Road
Bensenville, IL 60106

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 STATION #107 PARKING LOT REPLACEMENT PROJECT.

The undersigned acknowledges receipt of the following Addenda issued by the BENSENVILLE FIRE PROTECTION DISTRICT 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	_____	_____

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 BENSENVILLE Fire Protection District 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 BENSENVILLE Fire Protection District Board of Trustees or other officer of the BENSENVILLE Fire Protection District, or any person in the employ of the BENSENVILLE Fire Protection District 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 BENSENVILLE Fire Protection District 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