



Village of Oak Brook West Wing Carpet Removal and Replacement Bid Package August 2017

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Section A Notice to Bidders

Posted on the Village Website on August 2, 2017

NOTICE TO BIDDERS VILLAGE OF OAK BROOK

The Village of Oak Brook will receive bids for:

West Wing Carpet Removal and Replacement

A Pre-Bid meeting will be held at 10:00 a.m. on Wednesday, August 9, 2017 at the Village of Oak Brook Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, in the Samuel E. Dean Board Room. Prospective bidders must be in the Samuel E. Dean Board Room at 10:00 a.m. to be considered an attendee. **Attendance at this meeting is mandatory.** The purpose of the meeting is to give all prospective bidders the opportunity to view and inspect the site, and verify square footage. Any questions or concerns can be addressed at this time.

Sealed bids will be received by Rania Serences, Senior Purchasing Assistant, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 until **11:00 A.M., Wednesday, August 23, 2017**, prevailing time, and publicly opened in the Samuel E. Dean Board Room at that time. Bids received after this date and time will not be accepted and will be returned to the vendor.

A complete bid package, of which this notice is a part, is on file for inspection and may be downloaded from the Village's website www.oak-brook.org or picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday. There is no charge for the package.

No bid shall be withdrawn after opening of bids without the consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening bids.

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

Charlotte K. Pruss
Village Clerk

Section B Bid

West Wing Carpet Removal and Replacement

1. **COST OF WORK:**

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the Village of Oak Brook, Oak Brook, IL.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his bid for the indicated item as follows:

Complete the West Wing Carpet Removal and Replacement Project as contained in Section D:

Lump Sum Total\$ _____

In Words _____

Alternate Bid #1

Complete the West Wing Carpet Removal and Replacement Project as contained in Section D during normal business hours Monday – Friday 8:00 a.m. – 5:00 p.m.

Lump Sum Total\$ _____

In Words _____

Alternate Bid #2

Complete the West Wing Carpet Removal and Replacement Project as contained in Section D on Saturdays and Sundays only 7:00 a.m. – 7:00 p.m.

Lump Sum Total\$ _____

In Words _____

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

2. **COSTS:**

The undersigned contractor hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. This bid shall be held valid for a period of ninety (90) days after the bid due date.

3. **INSTRUCTIONS:**

The undersigned contractor shall comply with all provisions and requirements of this Bid Package.

4. **TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for this work he will completely perform said contract in strict accordance with its terms and conditions by **November 30, 2017**, unless additional time shall be granted by the Village in accordance with the provisions of the specifications. Should the contractor fail to complete the work by said date or within such extended time as may have been allowed, the contractor shall be liable to the Village in the amount set forth in the specifications.

5. **BID GUARANTEE:**

N/A

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

If a Corporation:

ATTEST:

Secretary

Section C Instructions

1. **RECEIPT OF BID:** Wednesday, August 23, 2017, 11:00 A.M.
2. **BASIS OF BID:** Sealed bids will be received until the above noted time and date.
3. **PROJECT DESCRIPTION:** West Wing Carpet Removal and Replacement.
4. **PREPARATION AND SUBMISSION OF BID:**
 - A. **A Pre-Bid meeting will be held at 10:00 a.m. on Wednesday, August 9, 2017,** at the Village of Oak Brook Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, in the Samuel E. Dean Board Room. **Attendance at this meeting is mandatory.** The purpose of the meeting is to give all prospective bidders the opportunity to view and inspect the site, and verify square footage. Any questions or concerns can be addressed at this time.
 - B. The bid must be delivered to the office of the Senior Purchasing Assistant, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 on or before **Wednesday, August 23, 2017, at 11:00 A.M., prevailing time,** at which time it will be publicly opened and read in the S. E. Dean Board Room of the Village Hall. Bids received after this time will not be considered and will be returned unopened.
 - C. The bid shall be submitted on the exact form furnished. All blank spaces for bid price, unit cost and alternates must be filled in--in ink--in both words and figures (as stipulated). In case of any discrepancy in the amount proposed, the prices expressed in written words shall govern.
 - D. A complete bid package must be submitted, including, but not limited to, the following items:
 1. Bid
 2. Statement of Qualifications
 3. References
 4. Bid Certification
 5. Signed Contract
 - E. The Contract and Contract Bond (Performance and Payment) are provided as information, and will be completed only upon acceptance of the bid by the Village. The surety company issuing the Contract Bond must be listed and approved by the U.S. Department of the Treasury. Letters of Credit will not be accepted in place of the Contract Bond.
 - F. Separate sheets may be attached to the bid for the purpose of explanation, exception, alternate bid and to cover the unit price, if needed.
 - G. In submitting this bid, the contractor further declares that the only person or party interested in the bid as principals are those named herein, and that the bid is made without collusion with any other person, firm or corporation.

- H. The contractor further declares that he has carefully examined this entire Bid Package and he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
- I. The contractor further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- J. The contractor declares that he understands that the quantities listed on the Bid are approximate only and that they are subject to increase or decrease; and that he will take in full payment thereof the amount and the summation of the actual quantities, as fully determined by the Village.
- K. The contractor further agrees that the price submitted within the bid is for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. If there is a discrepancy between the gross sum bid and that resulting from the summations of the quantities multiplied by the unit price, the latter shall apply.
- L. The contractor further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit price.
- M. The contractor further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work, and compensation shall be as set forth in the specifications.
- N. The contractor further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.
- O. The contractor further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract bond satisfactory to and in the form prescribed by the Village, in the penal amount of 100% of the Contract amount, guaranteeing the faithful performance of the work and payment for labor, material supplies, and subcontractors in accordance with the terms of the Contract.
- P. The contractor further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the Bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

- Q. By submitting a Bid, the contractor understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- R. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.
- S. If the contractor is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Public Works Director a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only by addendum duly issued by the Village. The Village will not be responsible for any other explanation or interpretation of the Bid Package.

5. **SUBSTITUTIONS:**

- A. Certain materials and equipment are specified by a manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design and suitability for intended use. Where two or more items are specified, the selection among those specified is the bidder's option, or he may submit his bid on all such items.
- B. Bids shall be based on materials included in the specifications. Substitutions for the purpose of evaluating bids will be considered only if proposed substitutions are set forth in the sealed bid and will only be accepted prior to the award of the contract. The offer of substitutions shall be an integral part of the bid, appearing immediately after all requested bids and before the signature of the bidder.
- C. Substitutions of materials other than those specified will not be considered in the base bid price. However, other substitutions may be listed in the specified place in the Bid Form, with the indication of the change in the base bid price for the total cost.
- D. In addition to the requirements heretofore mentioned, in order for substitutions to qualify for consideration, the following shall accompany each bid:
 - 1. Each proposed substitution shall be itemized showing manufacturer name, catalog number, quantity, unit cost and total cost. The bidder shall prepare the necessary forms to list his substitutions in the manner outlined.
 - 2. Each bid offering substitutions shall be accompanied by descriptive literature, catalog data, complete technical specifications and reports of all pertinent tests concerning the bidder's proposed substitutions

6. **BASIS OF AWARD:**

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oak Brook. In addition to price, the Village will consider:

- A. Ability, capacity and skill to fulfill the contract as specified.
- B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- C. Character, integrity, reputation, judgment, experience and efficiency.
- D. Quality of performance on previous contracts.
- E. Previous and existing compliance with laws and ordinances relating to the contract.
- F. Sufficiency of financial resources.
- G. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- H. Ability to provide future maintenance and service under the contract.
- I. Number and scope of conditions attached to the bid/proposal.
- J. Record of payments for taxes, licenses or other monies due the Village

7. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for ninety (90) days from the date of the bid opening.

8. **WARRANTY:**

Upon completion the Contractor shall supply a one year warranty covering material and workmanship.

9. **PAYMENT:**

The Village of Oak Brook authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

10. **INDEMNIFICATION:**

The Contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Contractor's officers, employees, subcontractors, and/or agents, provided that the Contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

11. **INSURANCE:**

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract until acceptable insurance certificates are received and approved by the Village.

Each contractor performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1 of Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such contractor and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the contractor, permittee, or their agents, representatives, employees or subcontractors.

A contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;

- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. **SAFETY:**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

13. **EQUAL OPPORTUNITY:**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

14. **PREVAILING RATE OF WAGES:**

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. Not less than the prevailing rate of wages as found by Owner or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Owner. Contractor shall indemnify, defend and hold Owner harmless from any loss, including but not limited to Owner's attorneys fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available,

social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which states 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; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

15. **EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT:**

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5 percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Municipality. The Contractor may place no more than 3 of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

16. **COPIES OF DOCUMENTS**

The number of copies of Contract and Bond required to be executed is as follows:

- a) Two (2) original counterparts of the Contract documents will be required to be executed.

17. **EXECUTION OF DOCUMENTS**

The Contractor, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

A Bid signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

A bid signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

A bid signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

18. **NON-DISCRIMINATING:**

The Vendor, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

19. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the CONTRACTOR and the VILLAGE. CONTRACTOR is an independent contractor and not the VILLAGE'S employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to CONTRACTOR. The performance of the services described herein shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE, and the VILLAGE is not and will not be liable for any obligations incurred by the CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the VILLAGE and the CONTRACTOR.

20. **ASSIGNMENT**

Neither the VILLAGE nor the CONTRACTOR shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section D Specifications

West Wing Carpet Removal and Replacement

- Labor and material to install approximately 10,700 SF of Karastain Bigelow #859 Composer Artist II & #689 Architect Artist II Pure Genius Collection carpet tiles, tufted nylon, 24"X24", hard back. Carpet is to be supplied by the contractor. The contractor shall furnish all labor, materials, tools, supervision, equipment, transportation, insurances, overhead, and all other items of expense or service necessary for and incidental to construction of this project.
- Work is to be completed on week days between 5:00 p.m. – 7:00 a.m., and weekends between 7:00 a.m. – 7:00 p.m.
- Provide labor to remove and discard approximately 10,700 SF of existing carpet and base approximately 1700 LF of 4" vinyl base (score along top of base to prevent drywall paper from running) in the Village of Oak Brook West Wing area.
- Provide labor to relocate and place back to original location ALL OFFICE FURNITURE file cabinets, chairs, desk, printers/shredders, refrigerators, book shelves, tables, etc.
- Remove and install all transition strips.
- Provide labor and material to patch, repair, or level floor. Full skim coat of the floor is required by the manufacturer.
- Provide labor and carpet low VOC adhesive (volatile organic compounds) to install carpet tile as recommended by the manufacturer.
- Provide labor and material to install approximately 1700 6" vinyl base as recommended by the manufacturer. Adhesive to be low VOC and base color is to be determined. Provide and install rubber stair nosing as removed in place.
- Provide and install aluminum threshold and/or transition strips and new nosing as needed or where previously removed. Color is to be determined.
- Work shall include everything requisite and necessary to finish the work properly, notwithstanding that every item of labor, materials, equipment or accessories required to make said project complete may not be specifically mentioned.
- **Daily clean-up is mandatory.** Remove all debris from the building and place in an approved on-site dumpster. No Village trash receptacles shall be used at any time during the performance of the requested work.

- All personal items will be boxed up placed atop desks. All electronic equipment to be unplugged. Overhead bins will be emptied by Village employees. File cabinets will not be emptied.
- Contractor shall provide the name and phone number (cell number) of the on-site superintendent responsible for all on-going work activities as well as a list of all persons scheduled to perform work on site.

Section E General Conditions

1. Contractor shall have five (5) years of experience which is comparable in type and scope to this project.
2. Work hours are between 5:00 p.m. – 7:00 a.m. Monday through Friday, and between 7:00 a.m. – 5:00 p.m. Saturday through Sunday. Any deviation is subject to the approval of the Village representative.
3. The project will be done on consecutive days until completed, delays only to inclement weather.
4. Contractor is required to obtain all necessary permits from the Village of Oak Brook, and schedule required inspections through Community Development.
5. The contractor shall supply to the Village, phone numbers where he/she can be reached after normal working hours.
6. The contractor must submit with the bid proposal five (5) references, names and phone numbers of similar projects completed within the last two (2) years.
7. The contractor must submit all manufacturers' literature on all materials that will be used on this project, including M.S.D.S. (Material Safety Data Sheets) prior to any work beginning.
8. A storage location for supplies, ladders and scaffolding shall be mutually agreed upon between the Village and the contractor before any material is stored on site. Deliver material with manufacturers labels intact and legible, store material on raised platforms and cover material with protective covering.
9. Before work is started, deliver to the job site sufficient material to complete the project.
10. If a dumpster is required, the location of the dumpster placement shall be mutually agreed upon between the Village and the contractor.
11. All ladders and scaffolding shall be maintained during the course of this project and shall be secured at the end of each workday.
12. Provide barricades to ensure that falling debris will not injure anyone, and to prevent public access to the work area at all times. Yellow "CAUTION" tape will be placed below the immediate work areas of laborers and scaffolds to warn the public of men working overhead.
13. At all times the work and storage areas shall be kept in a clean, orderly, and a picked up manner. Daily material and debris not placed into dumpster will be removed from the site.
14. Upon completion of the project the work area shall be cleaned. All debris and remaining material and supplies shall be removed from the jobsite, including the dumpster within 72 hours of completion.

Section F Statement of Contractor's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he or she desires.

1. Name of Contractor: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) _____

7. General character of work performed by your company: _____

8. Have you ever defaulted on a contract: _____
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment ***available for this contract.*** _____

11. Experience in work similar in importance to this project: _____

12. Background and experience of the principal members of your organization, including the officers. _____

13. Credit available: _____
14. Bank reference: _____

- 15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Oak Brook: _____
- 16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Oak Brook in verification of the recitals comprising this Statement of Contractor's Qualifications.

DATED at _____, Illinois this ____ day of _____, 2017.

By: _____

 Title

STATE OF ILLINOIS)
) SS.
 COUNTY OF)

_____ being duly sworn deposes and says that he is the _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this ____ day of _____, 2017.

 Notary Public

Section G References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

2. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

3. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

4. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

5. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

Section H Bid Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the bidder for the construction, product, commodity, or service briefly described as follows:

West Wing Carpet Removal and Replacement

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the bidder has a written sexual harassment policy in place including the following information:
1. An acknowledgment of 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's internal complaint process including penalties.
 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

Corporation Partnership Individual

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 20__.

Notary Public

Section I Contract

West Wing Carpet Removal and Replacement

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2017, between the Village of Oak Brook, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and _____ his executors, administrators, successors or assigns, known as CONTRACTOR.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.
3. And it is also understood and agreed that the entire Bid Package hereto attached, approved by the VILLAGE this ____ day of _____, 2017, are all essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed these presents on the above mentioned date.

ATTEST:

VILLAGE OF OAK BROOK

Village Clerk

By _____
Village Manager

ATTEST:

Corporate Name

Secretary

By _____
Contractor

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE

_____ hereinafter referred to as "Contractor" having submitted a bid/proposal for _____ to the Village of Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of 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's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department or the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Contractor

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

Notary Public

CONTRACTOR'S CERTIFICATIONS

(CONTRACT EXECUTION)

_____, having executed a contract for _____ with the VILLAGE, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

Contractor

By: _____

By: _____
Name of Contractor's Executing
Officer

Title: _____

Title: _____
Title of Contractor's Executing
Officer

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

Notary Public

My Commission Expires: _____

-SEAL-

PREVAILING WAGE AFFIDAVIT

I, _____(name of signatory), on oath hereby state and certify that _____ (name of Contractor), pursuant to a Contract dated _____, 2017, with the Village of Oak Brook for the _____ Project, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work. _____ (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*

CONTRACTOR:

By:_____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2017

NOTARY PUBLIC

CERTIFICATION OF PAYROLL RECORDS

I, _____ (name of person executing this certificate), do hereby certify that I am the duly qualified and acting _____ (title) for _____, (name of contractor) and, as such, am authorized to certify payroll records as true and accurate for such company in accordance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5) (the "Act").

I do hereby further certify that the following document is a true and accurate copy of the records of all laborers, mechanics, and other workers employed by _____ (name of contractor) on the _____ Project (the "Project") for the Village of Oak Brook (the "Village"), including each such worker's name, address, telephone number, social security number, classification or classifications; and the hourly wages paid in each pay period, hours worked each day, and the starting and ending times of work each day for each such worker on such Project.

I do hereby further certify that the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act, and that _____ (name of contractor), and I on behalf of such contractor, are fully aware that filing a certified payroll that we know to be false is a Class B misdemeanor. I further certify that upon two (2) business days' notice, if requested, we and any subcontractor hired by us shall make available for inspection the records required in the Act to the District, its officers and agents, and to the Director of Labor, his deputies and agents, at reasonable hours at a location within the State of Illinois.

Date: _____, 2017

(Name of Contractor)

(Signature)

(Printed Name)

(Title)

Subscribed and sworn to before me
this ____ day of _____, 2017.

Notary Public

Section J Contract Bond

West Wing Carpet Removal and Replacement

Bond # _____

Subject to Adjustment Based on Final Contract Price

=====

We, _____ as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Village of Oak Brook (hereafter referred to as "VILLAGE") in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said VILLAGE, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to VILLAGE this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Village acting through its awarding authority for the above stated project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, including, but not limited to the term requiring the payment at the prevailing rate of hourly wages, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted, except as modified by the Guarantee section of the Bid; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and

indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold VILLAGE harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2012.

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature)

By: _____
(Signature)

(Title)

(Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signatures of each contractor must be affixed.)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney in Fact)

State of Illinois)
) SS.
County of _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____ (names of individuals signing on behalf of Principal and Surety) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2017.

Notary Public

My commission expires:
