

July 28, 2023

## ADDENDUM 2 | Wilmette Public Library

BAS

### **TO ALL DOCUMENT HOLDERS:**

This addendum is issued to modify, explain or correct the Bidding Documents issued for the referenced project. Attach this addendum or transfer its information to the documents in your possession. Acknowledge receipt of this addendum in the appropriate places on the Bid Form. Each Bidder shall carefully read all items in their entirety and thoroughly examine the Contract Documents to determine to what extent the addendum affects the Bids.

### **Part One - Revisions to the Drawings**

1. None

### **Part Two - Revisions to the Project Manual**

1. Section 00 41 13-5 Bid Form Stipulated Sum-Single Prime Contract
  - a. 004113-5; Section 2.2; B: Add Alternate 2

### **Part Three – Contractor Questions**

2. None

Attachments:

Spec: 004113 Bid Form

**END OF ADDENDUM 02**

## DOCUMENT 004113 – BID FORM - STIPULATED SUM-SINGLE PRIME CONTRACT

### PART 1 - GENERAL

#### 1.1 OWNER RECEIPT OF BIDS

- A. All bids MUST be submitted on this form with original signatures for consideration.
1. Complete individual bid sections as formatted below.
  2. All bids shall be based on complete compliance with the Bid Documents.
  3. Submit Bid in accordance with the provisions of Section 001123 Instructions and Conditions
  4. Facsimiles will not be accepted.

#### 1.2 BIDDER

This Bid is submitted to the Owner by:

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(An Individual) (A Partnership) (A Corporation) (A Joint-Venture) (cross out inapplicable)  
of

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Street Address	City	State	Zip Code	Telephone No.
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for the construction of an expanded and renovated library and hereby agree to execute a Contract, furnish satisfactory Bonds and Certificates, and complete the referenced project in strict accordance with the Contract Documents. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form identified in the Contract Documents to complete the Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid. The Bid reflects the Owner's status as a Tax Exempt Agency.

### **1.3 BIDDERS REPRESENTATIONS**

#### **A. Understands the Documents, Conditions, Scope of Work**

1. Has read and understands all the Bid Documents to the extent that the Documents relate to the Work for which the Bid is submitted and that the Bid is made in accordance therewith.
2. Has become familiar with the site and local conditions under which the Work is to be performed and has correlated the Bidder's observations with the requirements of the Bid Documents.
3. Understands that the drawings and specifications are scope documents indicating the general scope of the project, and as such, do not necessarily indicate or describe all of the work required for the full performance and completion of the work. A Contract is awarded on the basis of such documents, with the understanding that the Contractor is to provide coordination and furnish and install all items required for the proper installation of the work, and for a complete and functioning system in accordance with all requirements of the Contract Documents.
4. Has based the bid on the materials, equipment, and systems required by the Bid Documents without exception.
5. Understands that the Bid Documents are available for the sole purpose of obtaining Bids on the Work. The Owner and Architect do not confer license or grant permission for any other use of the Bid Documents.
6. Has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
7. Will not be given extra payments for conditions which can be determined by examining the site and Contract Documents.
8. Will, if awarded the Contract, the Bidder substantially complete all Work and perform such Work so that all other trades whose Work is dependent upon the completion of this Contractor's Work are able to complete their portions of the project as shown in the Project Schedule. All means required by the Contractor to maintain the schedule for their Contract shall be included in their Bid.

#### **B. Non- Collusion**

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: this Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
2. In submitting this Bid, Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the bid:
  - a. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

- b. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**C. Prevailing Wages**

1. The Bidder and each of its Subcontractors shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Bidder shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Bidder due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Bidder and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
2. The Department revises the prevailing wage rates and the Bidder and any of its subcontractors have an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

**D. Tax Exempt Status:**

1. In submitting this Bid, Bidder acknowledges that the Owner is exempt from the State of Illinois Retailer's Occupation Tax, Service Occupation Tax (both state & local) the Use Tax and the Service Use Tax. To that end, bids shall not include sales tax. The successful bidder shall coordinate with the owner the delivery of the appropriate certifications and Tax Exemption Identification Number following award of contract.

**E. Drug Free Work Place**

1. In submitting this Bid, Bidder certifies that they operate a drug-free environment and that drugs are not allowed in the workplace or satellite locations as well as the project site in accordance with the Drug Free Workplace Act. The Bidder shall comply with the Illinois Drug Free Workplace Act as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 et seq.

**F. Sexual Harassment Policy**

1. In submitting this Bid, Bidder certifies that it has a written Sexual Harassment Policy in place in full compliance with all applicable state and local laws and policies.

**G. Tax Payment Delinquency**

1. In submitting this Bid, Bidder certifies that it is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue or otherwise in default upon any such tax as defined by the Illinois Compiled Statutes, 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.

**H. Bid Rigging & Bid Rotation**

1. In submitting this Bid, Bidder certifies that it is not barred from bidding on the Project, or entering into this Contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, or any similar offense of "bid rigging" or "bid rotating" of any state of the United States.

**I. Indemnification**

1. The Bidder shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Bidder's work on the Project, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is solely caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
2. The Bidder shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Bidder's breach of any of its obligations under, or the Owner's default of, any provision of the Contract.
3. The indemnification obligations under these paragraphs shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

*Bid Schedule begins on next page*

**PART 2 - BID SCHEDULE**

**2.1 REQUIRED BIDS**

A. Base Bid

1. BASE BID - Provide the Work described as Base Bid in the Bid Documents inclusive of all material parts, accessories, coordination, labor, transportation, delivery and all incidental items required to provide a complete project:

\_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

**2.2 ALTERNATES**

A. Alternate 01

1. Provide the Work described as Alternate 01 in the Bid Documents inclusive of all material parts, accessories, coordination, labor, transportation, delivery and all incidental items required to provide a complete project:

\_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

B. Alternate 02

1. Provide the Work described as Alternate 02 in the Bid Documents inclusive of all material parts, accessories, coordination, labor, transportation, delivery and all incidental items required to provide a complete project:

\_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

*Bid Form continues on next page*

**2.3 UNIT PRICES**

A. General

1. Fill in Unit Prices as listed. Unit Prices listed below are for additions to or deductions from amount of work required under the contract.

B. Unit Price Schedule

1. **Unit Price 1:** State the unit price to add any terminal heating devices not covered by the project documents to the BAS including wiring from remote location as required to connect device.

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Dollars (\$) \_\_\_\_\_).

**2.4 ALLOWANCES**

1. **Allowance No. 1 Contingency Allowance:** State the amount included in the Base Bid to cover the allowance as described in Section 001123 Instructions and Conditions in under the provisions for Allowances.

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Dollars (\$) \_\_\_\_\_).

*Bid Form continues on next page*

**PART 3 - CERTIFICATIONS & SIGNATURES**

**3.1 ACKNOWLEDGEMENT OF ADDENDA**

- A. It is the responsibility of all bidders to verify any addenda identified on the website before submitting their bid. It shall be conclusively presumed that all bids submitted are based on the final version of the Bid and Contract Documents which shall include all addenda issued prior to bids being due.
1. Addendum \_\_\_\_\_, dated \_\_\_\_\_.
  2. Addendum \_\_\_\_\_, dated \_\_\_\_\_.
  3. Addendum \_\_\_\_\_, dated \_\_\_\_\_.

**3.2 ATTACHMENTS**

- A. Bid Bond in an amount no less than 10% of the aggregate sum including all alternates.
- B. Qualification Statement
- C. Schedule of Values for principal material suppliers and subcontract amounts in excess of 5% of the Contract Sum.
- D. List of subcontractors for principal material suppliers and subcontract amounts in excess of 5% of the Contract Sum.

*Bid Form continues on next page*



**3.3 SIGNATURES AS REQUIRED TO BIND THE BIDDER.**

I, \_\_\_\_\_ (name) certify that I am employed as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company), a bidder for the work described, and (check each)

- 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 disbarred 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 1961, and
- The bidder has not engaged in any collusion in the preparation of this bid, and
- The bidder will pay prevailing wages for the work of this project, and
- The bidder understands the documents, conditions, and scope of work, and
- The bidder has prepared this bid in the understanding that the Owner is a Tax Exempt entity, and
- The company operates a drug-free environment and that drugs are not allowed in the workplace or satellite locations as well as the project site in accordance with the Drug Free Workplace Act of January 1992, and
- The Company has a written Sexual Harassment Policy in place in full compliance with all applicable state and local laws and policies, and
- The Company is fully aware of and able to comply with all Local, State and Federal Safety and other Laws, Codes and Regulations applicable for the construction of the Project, and
- The Company is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue or otherwise in default upon any such tax as defined by the Illinois Compiled Statutes, or if it is, it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or 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, and
- The undersigned agrees, if signatory to the Contract, to commence work upon receipt of Notice to Proceed.

**Signed**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Witnessed**

Subscribed before me this date: \_\_\_\_\_  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
My Commission  
Expires: \_\_\_\_\_  
Notary Seal

**END OF DOCUMENT 004113**