

RETURN WITH BID

Submitted By: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____



**CITY OF WOOD DALE
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

CITY OF WOOD DALE – CITY HALL HVAC IMPROVEMENTS

OCTOBER 22, 2024

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

Prepared By:

City of Wood Dale, Public Works
404 N. Wood Dale Road
Wood Dale, Illinois 60191

TABLE OF CONTENTS

Cover Sheet.....	1
Table of Contents.....	2
Notice to Bidders.....	3
Definitions.....	4
General Terms and Conditions and Instructions to Bidders	5
Insurance Requirements.....	11
Special Instructions.....	14
Bid Proposal.....	15
Contract.....	19
Disclosure of Beneficiaries.....	22
Bidder’s Certification Forms.....	24
Contractor References.....	30
Performance Bond.....	31
Attachments	
Attachment A – WCW Engineers, Inc. Report	
Attachment B – Bid Set Drawings	
Attachment C – Mechanical COMcheck	

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

NOTICE TO BIDDERS

Sealed bids for the “**CITY HALL HVAC IMPROVEMENTS**” will be received in the office of the City Clerk, City of Wood Dale, IL 60191 until 10:00am on the 5th of November, 2024, at which time all bids will be publicly opened and read. All bids must be submitted in a sealed envelope marked in the lower left-hand corner “**SEALED BID, DO NOT OPEN; PROPOSAL OF [NAME OF BIDDER] FOR THE CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS.**” Plans and specifications may be obtained via the City’s website, at the Clerk’s office, or by mail/email upon request. This is a prevailing wage project.

Please contact Alan Lange, Public Works Director, by phone at (630) 787-3761, or by email at alange@wooddale.com with any questions regarding the bid.

All proposals must be accompanied by a bid guarantee consisting of a bid bond, a cashier's check, or certified check in the amount of not less than ten percent (10%) of the amount of the bid.

Failure of the U.S. Post Office or any other messenger service to deliver the bid on time will not be the responsibility of the City of Wood Dale. The bidders accept full responsibility for timely delivery of their bids. The City of Wood Dale is not liable for any costs incurred in submitting a bid.

The City Council reserves the right to reject any or all bids and to waive any technicalities. The City of Wood Dale also reserves the right to delay the bid opening for a reasonable time and/or to make changes to the project’s specifications by means of bid addendum which will be mailed to all interested parties that have obtained bid documents.

Lynn Curiale
City Clerk

Dated this October 22, 2024.

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

DEFINITIONS

1. Owner - The officials, employees, and agents of the City of Wood Dale, Illinois.
2. Director - The City of Wood Dale's Director of Public Works or designee.
3. City - The geographic area of the City of Wood Dale, Illinois.
4. Contract - The agreement created by and consisting of the Contract Documents.
5. Contract Documents - The following documents including the Notice to Bidders, Definitions, General Terms and Conditions and Instructions to Bidders, Special Instructions, Proposal, Specifications, Special Provisions, Disclosure of Beneficiaries. Certifications, and attachments, together with all addenda issued prior to the award of the Contract supplementing or modifying any of those documents.
6. Contractor or General Contractor - The party contracting for the work.
7. Days - Unless otherwise stated, days as used herein will be understood to mean calendar days.
8. Completion Date - Date on which the work as described herein is to be completed, as set forth in the Contract.
9. Final Acceptance - The work shall be deemed to have been finally accepted after it has been determined that the Contractor has compiled with the Specifications and other Contract Documents.
10. Notice of Award – Verbal or written communication by the Director of Public Works or designee informing the Contractor of the Council’s decision to accept their proposal.
11. Notice to Proceed – Verbal or written communication by the Director of Public Works or designee authorizing the contractor to commence construction activities on a specified date.
12. Specifications - Specifications identified in the Contract.
13. Subcontractor - Secondary Contractor engaged by the Contractor.
14. Supplier - Any vendor supplying materials, equipment, or apparatus.

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS THAT FOLLOW APPLY TO EACH FORMAL INVITATION TO BID ISSUED BY THE CITY OF WOOD DALE, UNLESS OTHERWISE SPECIFIED. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND NO RELIEF WILL BE GRANTED OR SECURED ON A PLEA OF ERROR.

INSTRUCTIONS TO BIDDERS

1. PROPOSAL FORMS HAVE BEEN FURNISHED: Proposals shall be submitted on the forms provided, properly signed in the appropriate place and submitted in a sealed envelope.
2. LATE BIDS: Bids will be opened precisely at the assigned time. Bids received after the assigned time will be rejected and returned unopened to the sender. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
3. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
4. SUBMISSION OF BIDS: All bids are to be placed in a sealed, opaque envelope addressed to the City Clerk, City of Wood Dale, Illinois, clearly marked "**SEALED BID, DO NOT OPEN. PROPOSAL OF (NAME OF BIDDER) FOR CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS.**"
5. SIGNATURES: All signatures shall be in handwriting, and no proposal shall be considered unless properly signed by the bidder or its legally authorized agent or representative, with addresses given in the correct spaces provided in the Proposal and in accordance with the directions set forth.
6. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures, etc., must be initialed by the bidder prior to submission of the bid.
7. TIME FOR RECEIVING BIDS: Bids received prior to the time of opening will be kept secure and unopened. No responsibility will attach to the City Clerk or his or her representative for the premature opening of a bid not properly addressed or identified. The City Clerk or her representative, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.

8. BIDDERS PRESENT: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.
9. NO BID RESPONSE: In the event you cannot submit a bid on the Owner's requirements, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
10. BIDDER INTERESTED IN MORE THAN ONE BID: Only one bid can be offered by any one vendor. A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an alternate is included in the bid and it was not requested by the Owner, the first proposal seen by the Owner will be read, and the other will not be considered.

11. CERTIFICATIONS AND DISCLOSURE OF BENEFICIARIES: The Bidder is required to complete the forms listed above and return with the Bid Proposal. Failure to complete and return these forms may be considered sufficient reason for rejection of the bid.
12. BID DEPOSIT: When a bid deposit (bid guarantee) is required as indicated in the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check or certified check in an amount equal to ten percent (10%) of the total bid price or the specific amount indicated in the Invitation to Bid.
13. RETURN OF CHECKS: The bid deposit of all except the three (3) lowest responsible, responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the City Council has awarded the contract and the required appurtenances to the contract have been received.
14. ACCEPTANCE OF PROPOSALS: The owner will accept, in writing, one of the proposals within sixty (60) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible, responsive bidder extends the time of acceptance to the Owner.
15. TAX EXEMPTION: The City of Wood Dale is exempt from Illinois Retailers Occupational Tax (Sec. IROETA); the Illinois use tax (Sec. 3, IUTA), and the federal excise tax as an exempt entity (Sec. 4222, IRC). The City's Tax Exemption Identification Number is E9997-4282-03.
16. PREVAILING WAGE: Under Public Works contracts, the State of Illinois requires that the general prevailing rate of wages in this locality be paid for each craft or type of work hereunder. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. If wage rates change during the

course of the project, the new rate information will be available at <http://labor.illinois.gov/>. This requirement is in accordance with Public Act 86-799.

17. **CHANGE ORDER AUTHORIZATIONS:** All Change Orders which authorize a net increase or decrease in the cost of the contract by \$10,000 or more or in the time of completion by 30 days or more require a written determination supporting the change, executed first by the Contractor, then by the City Council.

All Change Orders which authorize a net increase or decrease in the cost of the contract by less than \$10,000, or in the time of completion by less than 30 days, require a written determination supporting the change, executed first by the Contractor, then by the City Manager.

Requests for Change Orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed and were not within the contemplation of the contract as signed.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** In the event of the contractor's noncompliance with any provision of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided, in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

19. **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsible, responsive bidder or any other bidder determined by the Owner to be in the best interest of the City of Wood Dale complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the City to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Wood Dale upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Wood Dale, or had failed to perform faithfully any previous contract with the City of Wood Dale. The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Owner:

- A. The ability, capacity and skill of the bidder to perform the service required within the specified time;
- B. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

- C. The quality of performance of previous contracts or services with the City of Wood Dale or other clients;
 - D. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City of Wood Dale, the bidder's employment practices and compliance with ADA requirements;
 - E. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - F. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - G. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - H. The number and scope of conditions attached to the bid; and
 - I. Such other information as may be secured by the Owner having a bearing on the decision to make the award.
20. ESTIMATED BID QUANTITIES: On "Estimated Bid Quantities," acceptance will bind the Owner to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Owner may purchase as little as zero (0) percent or as much as one hundred fifty (150) percent of the forecasted or estimated quantities.
21. CONTRACTOR PAYMENTS: Contractor will be paid from funds allocated to the project. Payments will be made according to the Local Government Prompt Payment Act (50 ILCS 505).
22. GENERAL GUARANTY: Contractor agrees to save the City of Wood Dale, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee, or owner.

Contractor agrees to protect the City of Wood Dale against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery.

Contractor agrees to pay for all permits, licenses, and fees; and give all notices and comply with all laws, ordinances, and rules of the City of Wood Dale and State of Illinois.

23. ASSIGNMENT: Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to written approval of the Owner.
24. DEFAULT: The contract may be canceled or annulled by the Owner in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award made to the next low Bidder or materials/services specified may be procured on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City of Wood Dale for costs to the City in excess of the defaulted contract prices provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated in the bid, unless extended in writing by the Owner, shall constitute contract default.
25. INSURANCE: The Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Policy shall include the following coverage types:

1. Commercial General Liability Occurrence form with the City of Wood Dale named as additional insured;
2. Owners and Contractors Protective Liability (OCP) policy with the City of Wood Dale named as additional insured;
3. Business Auto Liability Coverage;
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance;
5. Builder Risk Property Coverage with City of Wood Dale as loss payee; and
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. (Contract Specific).

B. Minimum Limits of Insurance: See attachment "A"

26. QUESTIONS OF THE BIDDER DIRECTED TO THE CITY REGARDING SPECIFICATIONS: If the question pertains to information which is provided in the specifications or the bidder is requesting a clarification of a point which is answerable within the context of the specification, the Director of Public Works, or designee, may refer the bidder to the location within the specification providing the information which will readily answer the contractor's question.

If the question is a request to deviate from the terms and conditions of the specification or if the bidder needs clarification that is not apparent in the specification such as an interpretation of the drawings, specifications, or the bid documents, the bidder must make such an inquiry in writing to Alan Lange, Director of Public Works, City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60191. Phone Number: (630)787-3761. The Director of Public Works will then respond in writing in the form of an addendum to the specifications to all those who receive bid packages. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids will be given any consideration. Oral answers will not be binding on the City of Wood Dale.

27. SPECIAL CONDITIONS: Whenever special conditions are written into the Specifications, Special Provisions, or Special Instructions which conflict with conditions stated in these General Terms and Conditions and Instructions to Bidders, the conditions stated in the Specifications, Special Provisions, or Special Instructions shall take precedence.

ATTACHMENT “A”
INSURANCE REQUIREMENTS

<u>Type of Insurance</u>	<u>Limits of Liability</u>
General Liability: Comprehensive Form Premises – Operations Products/Completed Operations Hazard Contractual Insurance Broad Form Property Damage Independent Contractors Personal Injury Explosion and Collapse Hazard Underground Hazard	Property Damage: \$1,000,000 each occurrence Bodily Injury: \$1,000,000 aggregate
Automobile Liability: Comprehensive Form Owned Hired Non-owned	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Excess Liability: Umbrella Form	Bodily Injury and Property Damage Combined: \$2,000,000 each occurrence \$2,000,000 aggregate
Worker’s Compensation and Employer’s Liability:	\$500,000 each accident

The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims or suits arising out of operations performed by or on behalf of the Contractor.

If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under the insurance policy shall not be reduced by the existence of such other insurance.

A. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City of Wood Dale, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the City of Wood Dale.

B. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Verification of Coverage

Contractor shall furnish the City with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates 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 may be on the forms provided by the City and are to be received and approved by the City before any work commences.

D. Assumption of Liability

The contractor assumes liability for all injury or death of any person or persons including employees of the contractor, or any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons so occasioned by or in any way arising out of any work performed pursuant to this agreement.

E. Regulatory Requirements

Contractor bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

F. Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

G. Sexual Harassment Policy Certification

The contractor, pursuant to Illinois compiled statutes 775 ILCS 5/2-105 (A) (4), must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

H. Indemnity/Hold Harmless

The Contractor hereby agrees to indemnify and defend the City of Wood Dale, its officers, agents, and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by the Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death, or damage shall have been caused solely by the negligence of the City of Wood Dale, its officers and employees, or any of them. The City of Wood Dale shall be entitled to withhold from any payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death, or property damage resulting from the performance of the work hereunder.

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

-SPECIAL INSTRUCTIONS-

1. Return With Bid:
 - a) Cover Sheet;
 - b) Signed Proposal, including location of Bidder's office or permanent place of business;
 - c) Bid guarantee consisting of a bid bond, a cashier's check, or certified check in an amount not less than ten percent (10%) of the amount of the bid;
 - d) Completed Disclosure of Beneficiaries Form;
 - e) Signed Certification Forms;
 - f) Completed References Form listing similar projects; and

RETURN WITH BID

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

PROPOSAL

Honorable Mayor and City Council
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: _____

Address: _____

City, State, Zip: _____

Signed: _____ Date: _____

Title: _____

****Continued on next page****

RETURN WITH BID

BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the CITY HALL HVAC IMPROVEMENTS.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

CITY HALL HVAC IMPROVEMENTS (Items correspond to Comments/Recommendations on WCW Report)

ITEM	DESCRIPTION	LUMP SUM
1	1 st Floor Corridor System (Comment 2)	
2	2 nd Floor Corridor System (Comment 3)	
3	Mini-Split Systems (Comments 4,5, and 6)	
4	Exhaust Fan Replacement (Comment 7)	
5	New Transfer Grill (Comment 8)	
TOTAL:		\$

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$ _____ (10%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness _____ Hand(s) and Seal this _____ day of _____, 2024.
my/our

If an individual, sign
and give address.

Address _____

If partnership, sign all
individual names and
give address of each
partner.

Partnership Name

Name and address of
individual partners.

If corporation, officers duly
authorized should sign,
attach corporate seal.

Corporate Name

ATTEST:

Address: _____

By: _____

Secretary

-CORPORATE SEAL-

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2024, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “**City**”), and _____, an Illinois corporation (hereinafter “**Contractor**”);

RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “**Work**”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, and “Special Instructions”, prepared by the City, as well as the “Engineering Report” dated September 13, 2024, and “Construction Drawings – Bid Set” dated October 18, 2024, prepared by WCW Engineers, Inc. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within 25 working days, weather permitting, from the date the City provides Contractor with notice to proceed.

III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works

projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has 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. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Maintenance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written two (2) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City. The City’s preferred warranty template is attached to this document.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and

may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18th Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City’s employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:

Lynn Curiale
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

ATTEST:

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

CONTRACTOR:

ATTEST:

By _____

By _____

Its _____

RETURN WITH BID

CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS

-DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: _____
Name

Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services. or miscellaneous (explain miscellaneous):

3. Nature of Applicant: (Please check one)

- a. Natural Person: _____
- b. Corporation: _____
- c. Land Trust/Trustee: _____
- d. Trust/Trustee: _____
- e. Partnership: _____
- f. Joint Venture: _____

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

Name	Address	Interest
------	---------	----------

- a. _____
- b. _____
- c. _____

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, _____, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: _____
(Authorized Signature and Title)

Subscribed and sworn to before me this _____ day
of _____, 2024.

Notary Public

RETURN WITH BID

CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that _____ is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: _____

Date: _____

Title: _____

INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND ROTATING - - KICKBACKS - - BRIBERY

PUBLIC ACT 85-1295 S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly: Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any

collusive scheme or agreement with another. He engages in a patter over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of 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.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: _____ DATE: _____

FIRM NAME: _____ (SEAL)

ADDRESS: _____

SIGNED BY: _____

(Signature and Date)

(Title)

ATTEST: _____

(Secretary)

Subscribed and sworn to before me this _____ day of _____ 2024.

(Notary Public)

RETURN WITH BID

**CITY OF WOOD DALE
CITY HALL HVAC IMPROVEMENTS**

CERTIFICATION

_____ (hereinafter referred to as “Contractor”)
having submitted a bid/proposal for _____ to the City of Wood Dale,
DuPage County, Illinois, for _____, hereby certifies
that:

5/2-105(A) (4) including the following information:

1. An acknowledgement 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 of the Commission.
7. An acknowledgement of protection of a complainant 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 on this _____ day of _____ 2024.

Notary Public

RETURN WITH BID

CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: _____

By: _____

Authorized Agent of Contractor

RETURN WITH BID

CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS

CERTIFICATION

_____, being first duly sworn, deposes and states that he is _____ of _____ (Partner, Officer, Owner, etc.)

(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

INDIVIDUAL:

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

PARTNERSHIP:

Partnership Name: _____

Signed By: _____

Business Address: _____

Business Phone Number: _____

Insert Names and Addresses of All Partners: _____

CORPORATION:

Corporate Name: _____

Signed By: _____

Title: _____

Business Address: _____

Business Phone Number: _____

Insert Names of Corporate Officers

President: _____

Secretary: _____

Treasurer: _____

Attest: _____

RETURN WITH BID

CITY OF WOOD DALE CITY HALL HVAC IMPROVEMENTS

REFERENCES

Name of Bidding Firm: _____
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

2. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

3. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

CITY OF WOOD DALE

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the Contractor hereinafter identified and the Surety set forth herein jointly and severally bind themselves, their successors and assigns unto the CITY OF WOOD DALE, (hereinafter referred to as the "CITY"), for the full and complete performance of the Project identified herein.

_____ [insert name of Contractor], located at _____ [insert address of Contractor], (hereinafter referred to as the "Contractor"), is performing certain work in the CITY in connection with _____ [insert CITY HALL HVAC IMPROVEMENTS] Project No.: _____ [insert Project No.] (hereinafter referred to as the "Project"). In order to ensure that the Contractor fully performs all work required as part of the Project referenced herein and as a condition of the CITY's approval of the Project, the Contractor agrees to enter into a Performance Bond with a Surety licensed and authorized to transact business in the State of Illinois.

_____ [insert name of Surety], (hereinafter referred to as the "Surety") with its principal Office located at, _____ [insert address of Surety], represents that it is a Corporation authorized to perform surety business in the State of Illinois, and hereby agrees to be held and firmly bound unto the CITY, with its Principal Office located at 404 N. Wood Dale Road, Wood Dale, Illinois, 60191, in the sum of _____ [insert amount of Contract] (\$_____) lawful money of the United States of America, for which payment is made, binds itself, its heirs, executors, administrators, successors and assigns.

The Surety, on behalf of the Contractor, as Principal, has entered into this Performance Bond with the CITY, guaranteeing that the Contractor will complete the Project, which Project shall be completed in accordance with the Project Specifications, Applications, Permits, Designs, Drawings and the applicable CITY Code provisions and State law on or before the completion date or any extension thereof. The Surety hereby provides the instant Performance Bond to ensure the timely completion of the Project.

If the Contractor fully performs the obligations of the Project, the Surety and Contractor shall have no obligation to the CITY under this Performance Bond.

If the Contractor fails to perform the obligations of the Project as required, said failure shall be deemed a default if the obligations are not remedied by the Contractor within ten (10) days from the date the Contractor is notified of said default by the CITY as provided for herein. In the event of said default, the CITY shall notify the Contractor and the Surety of said default. Notice shall be sent to the Contractor and the Surety by Regular or Certified Mail or electronic mail transmission. Upon receipt of Notice of Default from the CITY, the Surety shall be obligated for the costs to the CITY for completing the Project, including, but not limited to, any and all Contractor costs, Engineering fees and reasonable Attorney's fees incurred in connection with the completion of the Project and enforcing the conditions of the Performance Bond,

along with any Court costs associated therewith.

In the event of a dispute regarding the instant Performance Bond or the underlying Contract documents, the Parties agree to resolve any such dispute in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois. The CITY shall be entitled to recover reasonable Attorney's fees and costs incurred in said action

SIGNED, SEALED AND DATED THIS ____ day of _____, 2024.

CITY OF WOOD DALE

By: _____
Its: _____

CONTRACTOR

By : _____
Its: President

SURETY

By: _____
Its: Attorney-In-Fact

AGENT OR BROKER

[insert name, address, phone number and e-mail for Agent/Broker]

[NOTE: ATTACH SURETY POWER OF ATTORNEY]