

REQUEST FOR BID

Fire Station 23 Trench Drain Restoration

Pre-Bid Meeting at Station 23: *October 7, 2022 at 2:00 P.M.*

Bid Submission Deadline: *October 14, 2022 at 2:00 P.M.*

Bid Opening: *October 17, 2022 at 2:00 P.M.*

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, IL 60108
(630) 894-9080
(630) 894-8720



BID DOCUMENT CONTENTS

**ADVERTISEMENT FOR BID
LETTER TO BIDDER
GENERAL CONDITIONS
TERMS AND CONDITIONS OF THIS BID
SPECIFICATIONS
BID FORM
SAMPLE CONTRACT
LABEL FOR SEALED BID ENVELOPE**

ADVERTISEMENT FOR BID

LEGAL NOTICE

NOTICE is hereby given that the Bloomingdale Fire Protection District will be accepting sealed bids for restoration of the apparatus floor trench drains at Fire Station 23. The detailed specifications for the project may be obtained on-line on the Bloomingdale Fire Protection District's web page at www.bloomingtonfire.com or obtained from the Bloomingdale Fire Protection District's Administrative Offices, 179 S. Bloomingdale Road, Bloomingdale Illinois 60108, during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Prices quoted must be valid for a minimum of ninety (90) days from the date of submittal. For further information, contact DC Alan Emody at (630) 894-9080.

Sealed bid proposals titled "Station 23 Trench Drain Restoration Project" will be accepted by mail or hand delivery to Deputy Chief Alan Emody, Bloomingdale Fire Protection District, 179 S. Bloomingdale Road, Bloomingdale, IL 60108 until 2:00 P.M. on October 14, 2022. The bids will be publicly opened in the board room at Station 21 on October 17, 2022 at 2:00 P.M., and the contents of the bid will be announced. No bids will be received or accepted after the above-referenced deadline. Prevailing wages must be paid. A current prevailing wage schedule for DuPage County prepared by the Illinois Department of Labor is available for review. The District intends to award the contract to complete the work on the Project to the contractor determined by the Board of Trustees, at its scheduled meeting on October 20, 2022 at 4:00 P.M. The Bloomingdale Fire Protection District No. 1 reserves the right to waive any irregularities, technicalities, and other non-material variances contained in any bid and to reject all bids.

September 15, 2022

RE: Station 23 Trench Drain Restoration Project
BID OPENING: October 17, 2022 at 2:00 P.M.

Dear Bidder:

Enclosed you will find information relating the Bloomingdale Fire Protection District No. 1's invitation to bid on the contract for Station 23 Trench Drain Restoration Project.

The materials enclosed are as follows:

- 1 Advertisement for Bids
- 2 Invitation to Bid
- 3 General Conditions for All Bids
- 4 Bid Specifications
- 5 DuPage County Prevailing Wage rates for August 2022
- 6 Sample Contract
- 7 Bid Form
- 8 Contractor's Certification of Eligibility
- 9 Affidavit of Experience
- 10 List of Subcontractors and Suppliers
- 11 Label for Sealed Bid Envelope

Please return your signed Bid Form, Addendum, Contractor's Certificate of Eligibility, and List of Subcontractors and Suppliers in an opaque, sealed envelope, entitled "**Sealed Bid – Station 23 Trench Drain Restoration Project**" and Date and Time of Opening "**October 17, 2022 at 2:00 P.M.**" in the lower left-hand corner of the envelope. A label has been enclosed for your convenience. These forms must be filled out, signed, and returned in a sealed envelope, or your bid will not be considered.

If you have any questions regarding this bid, please contact DC Alan Emody.

Sincerely,

Matthew Beyer
Fire Chief

BLOOMINGDALE FIRE PROTECTION DISTRICT NO. 1

REQUEST FOR BID ON Station 23 Trench Drain Restoration Project

DATE: September 15, 2022

ITEM: **Station 23 Trench Drain Restoration Project**

INVITATION TO BID: The Bloomingdale Fire Protection District No. 1 ("District") invites you to bid on an anticipated contract for the Station 23 Trench Drain Restoration Project (Hereinafter referred to as the "Project"). It is anticipated that a single contractor will be awarded the contract for the Project. Prevailing wages must be paid. A current Prevailing Wage Schedule for DuPage County prepared by the Illinois Department of Labor is available for review.

PROJECT DESCRIPTION: The Project consists of the removal, replacement, repair and restoration of four trench drains at **Station 23 located at 246 S. Gary Avenue, Bloomingdale, Illinois**. The scope of the Project shall include all equipment, materials, labor, warranties and construction and/or installation services necessary to complete the project. Unless otherwise attached hereto, the specifications and other contract documents that more fully outline the required work on the Project may be obtained from the Bloomingdale Fire Protection District No. 1, 179 S. Bloomingdale Road, Bloomingdale, Illinois, 60108. A copy of the specifications for the Project are attached to these Bid Documents.

CONTACT PERSON:

Deputy Chief Alan Emody
Bloomingdale Fire Protection District No. 1
179 S. Bloomingdale Road
Bloomingdale, IL 60108
(630) 894-9080

Bids to complete the work on the Project will be received until October 14, 2022 at 2:00 P.M. at Station 21 located at 179 S. Bloomingdale Road, Bloomingdale, Illinois 60108. On October 17, 2022 at 2:00 P.M., the submitted bids will be publicly opened and contents announced in the board room of Station 21. No bid proposals will be received or accepted after the above-referenced deadline. All bidders or contractors are welcome to attend the bid opening.

GENERAL CONDITIONS

1. PREPARATION OF BIDS

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, **sealed and clearly marked “SEALED BID – Station 23 Trench Drain Restoration Project, and date and time of opening “October 17, 2022 at 2:00 P.M.”** in the **lower left-hand** corner, handwritten or use label provided on the last page of the document. The envelope must also contain the name and address of the bidder. **The bidder must insure that the "sealed bid" envelope is properly identified.** The Bloomingdale Fire Protection District No. 1 is not responsible for the premature opening of bid envelopes that are not properly marked. Any bids which are opened prior to the scheduled bid opening because of a failure to properly mark the envelope in accordance with this section, shall be deemed non-responsive and not considered. Sealed bid proposals will be accepted until 2:00 PM on October 14, 2022 at the following location: Bloomingdale Fire Protection District No. 1, 179 S. Bloomingdale Road, Bloomingdale, IL 60108. The bids will be publicly opened on October 17, 2022 at 2:00 P.M. in the board room at Station 21 located at 179 S. Bloomingdale Road, Bloomingdale, IL 60108.

2. EXAMINATION

Each bidder shall examine each and every part of these Specifications in order to comply with all requirements.

3. ERRORS AND OMISSIONS

All bidders are requested to notify the Bloomingdale Fire Protection District No. 1 immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Bloomingdale Fire Protection District No. 1 will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by the Bidder on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect, the bid will be rejected. Mere computational errors on the Bid Form will be corrected by the Bloomingdale Fire Protection District No. 1

4. TIMELY SUBMISSIONS

The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time **will not be considered** unless evidence is presented, acceptable to the Bloomingdale Fire Protection District No. 1 that it was in possession of the bid prior to the bid opening date and the bid was misplaced while in possession of the Bloomingdale Fire Protection District. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the bidder unopened, if at all possible. In many instances it is impossible to determine whom the bid is from unless it is opened. Should this be the case, the bid will be opened, address secured, and returned immediately.

5. QUALIFICATIONS OF BIDDERS

The Bloomingdale Fire Protection District No. 1 may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid

Documents and submit such form with the Bid Form. The Bloomingdale Fire Protection District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate successful completion of five projects similar in scope and magnitude. Bidders must also demonstrate that they have sufficient resources, i.e. capital, laborers, sub-contractors, etc. to accomplish all tasks to complete the project by the specified completion date.

6. TAX EXEMPTION

The Bloomingdale Fire Protection District No. 1 is not subject to federal excise tax or Illinois retailer's occupation tax.

7. DELIVERY DATE

Bidder shall provide an estimated date of delivery.

8. SUBSTITUTIONS

The use of brand name or catalog number in the Specification is only for the purpose of establishing a grade or quality required. Because the Bloomingdale Fire Protection District No. 1 does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal". Bidders proposing to use an alternate must request approval in writing to the Bloomingdale Fire Protection District No. 1 no later than five (5) business days prior to the bid opening. Bids which propose to use a non-approved alternate will be rejected. The Bloomingdale Fire Protection District No. 1 shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

9. ADDENDA AND INTERPRETATION

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

10. AWARD SELECTION

Bids will be awarded to the lowest responsible bidder complying with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, **the Bloomingdale Fire Protection District No. 1 does not award on price alone. The Bloomingdale Fire Protection District No. 1 also considers the quality of product, as judged by the Bloomingdale Fire Protection District No. 1, terms of delivery, serviceability and any and all other factors permitted by law.** If specified on the bid form, awards will be based upon the submitted unit prices. The Bloomingdale Fire Protection District No. 1 reserves the right to award the Contract to one bidder for the entire project or to any series of bidders for an appropriate portion of the project. The Bloomingdale Fire Protection District No. 1 also reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended; to increase or decrease the quantities shown on the bid; to reject any and all price or bids submitted and to waive any formality or technicality. Such decisions shall be final and not subject to recourse. No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of **ninety (90) days** after the date set for the bid opening. Bids are submitted to the Board for approval at a regular meeting of the Board of Trustees for the Bloomingdale Fire Protection District No. 1.

11. CONTRACT

The Bidder to whom the project is awarded is required to enter into a contract, with the Bloomingdale Fire Protection District No. 1, substantially in the same form as the Sample Contract contained in these documents.

12. INVOICING AND PAYMENT

Terms for payment are as follows:

The Bidder shall issue an invoice after acceptance of the supplies, materials or equipment by the Bloomingdale Fire Protection District No. 1. Payments shall be made thirty (30) days after receipt of the equipment.

Invoices shall be typed and sent to the Bloomingdale Fire Protection District No. 1 containing the following information:

1. The name, address and phone number of the Contractor;
2. Any payment discount terms offered;
3. A unique Invoice number (payment will not be made from a statement);
4. An itemization of all materials, supplies and equipment provided;
5. Completed W-9 form.

The Bloomingdale Fire Protection District No. 1 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Quote all prices F.O.B. Bloomingdale, Illinois, including all freight and delivery charges to Fire Station 23.

13. COMPLIANCE WITH LAWS

All materials, supplies and equipment provided under this bid must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Additional certifications, attached as addenda, will be required in the event federal or state funds are being used to fund this contract. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. The Bloomingdale Fire Protection District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the vendor.

14. MATERIALS

All materials supplied by the Contractor under the provisions of this document and any attachments hereto shall be new materials of the kind and character called for. Defective equipment or materials, including material damaged in the course of manufacture, shipping, delivery, installation or testing shall be replaced or repaired in a matter satisfactory to the Bloomingdale Fire Protection District No. 1. All material and equipment furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

15. WARRANTY/ GUARANTEE

The Bidder warrants to the Bloomingdale Fire Protection District No. 1 that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Bloomingdale Fire Protection District No. 1. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Bidder must provide the Bloomingdale Fire Protection District No. 1 with one (1) copy of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Bloomingdale Fire Protection District No. 1.

16. FAIR EMPLOYMENT

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

17. EQUAL OPPORTUNITY

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

18. NON-BARRED BIDDING

The Bidder must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

19. PREVAILING WAGES

This Project calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Contractor and/or Vendor and all subcontractors are required to pay not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor for all laborers, workers and mechanics performing work under the Contract. The Illinois Department of Labor ("IDOL") has adopted the prevailing wages for DuPage County, effective August 16, 2022, as revised. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. The Construction Manager and Trade Contractors and all subcontractors are responsible for checking the IDOL's website for revisions to the prevailing wage rates. In the event that the

IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total Guaranteed Maximum Price. All bonds provided by the Trade Contractors to the Construction Manager under the terms of this Agreement shall include such provisions as will guarantee the faithful performance of the Trade Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

20. PERFORMANCE AND PAYMENT BONDS

Unless otherwise stated in the Agreement, if the Contract Price or the Contract Sum is greater than \$50,000, the Contractor shall furnish to the District at the time of execution of the Contract, Performance and Payment Bonds in the full amount of the Contract Sum securing the full and faithful performance of the Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in a form provided by the District or otherwise acceptable to the District. Said bonds shall be written by a surety authorized to do surety business in Illinois and acceptable to the District, in its sole and absolute discretion. The cost thereof shall be paid by the Contractor. All bonds provided by the Contractor shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under the Prevailing Wage Act.

The Bidder, by signing the Bid Form, acknowledges, understands and abides by all of the above "General Conditions."

TERMS AND CONDITIONS OF THIS BID

Station 23 Trench Drain Restoration Project

1. **SCOPE:** Provide bid for Station 23 Trench Drain Restoration Project as described in the specifications.
2. **PROJECT IDENTIFICATION AND LOCATION:** Station 23 Trench Drain Restoration Project, Bloomington Fire Protection District No. 1: Station 23, 246 S. Gary Avenue, Bloomington, Illinois 60108.
3. **TERM OF THE CONTRACT:** Bid pricing shall be valid for ninety (90) days
4. **TERMINATION OF THE CONTRACT**

The Bloomington Fire Protection District No. 1 may terminate the contract upon breach by the bidder which remains uncured after thirty (30) days following written notice of termination, or without cause after sixty (60) days written notice.

5. **INSURANCE REQUIREMENTS**

Bidder shall purchase and maintain insurance of the types and in the amounts listed below.

A. Workers' Compensation, Automobile and Commercial General and Umbrella Liability Insurance

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

Comprehensive Automobile Liability Insurance. \$1,000,000 any one accident for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on the most recent Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. General Insurance Provisions

1. Evidence of Insurance

Bidder shall furnish the Bloomington Fire Protection District No. 1 with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Bidder's certificate of insurance shall list the Bloomington Fire Protection District No. 1, its officers, employees, agents and volunteers as additional insureds.

All certificates shall provide for thirty (30) days' written notice to the Bloomington Fire Protection District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Bloomington Fire Protection District shall be by certified mail, return receipt requested.

Failure of the Bloomington Fire Protection District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Bloomington Fire Protection District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of this Contract at the Bloomington Fire Protection District's option.

Bidder shall provide certified copies of all insurance policies required above within ten (10) days of the Bloomington Fire Protection District's written request for said copies.

SPECIFICATIONS

Station 23 Trench Drains

1. Evaluate the existing four (4) trench drains and determine if they can be repaired or if it is necessary to replace them. Total length of each trench drain is roughly forty (40) feet in length.
2. Use a camera to inspect the existing piping for damage and proper drainage. Check for any obstructions or conditions that require correction.
3. Repair concrete around the drains. If additional repairs are needed to the existing piping additional concrete demolition and repairs may be needed.
4. Provide pricing options to replace trench drains with cast iron, stainless steel or polymer.
5. Provide pricing options for Class D and E rated grates with a recommendation on which class to use. The trench drain system must have the capacity to support a fully loaded tender or ladder tower.
6. All repair work needed to existing piping must be completed by a licensed Plumbing Contractor at not less than Prevailing Wage rate.
7. Any additional work on the below slab piping would be "In Addition" to the estimates.
8. If possible reuse the existing grates. Currently, uneven grates are creating a trip hazard. If the existing grates cannot be reused provide pricing for iron, stainless steel or polymer grates to replace the existing grates. Grates must also meet the appropriate load class to support the weight of a fully loaded tender or ladder tower.
9. If new trench drain installation are needed, at the existing trench drain locations, the contractor will be required to remove the existing drains and install the new trench drains and grates of the appropriate load class.
10. Gross weight for the Ladder Tower is approximately 80,000 lbs.

GENERAL NOTES TO CONTRACTOR:

- Contractor to furnish all labor, materials, equipment, etc. to complete the project requirements as specified and as reasonably required for the general administration and construction of the specified work as detailed herein and set forth in the written specifications.
- Contractor must verify all dimensions and details contained in these bidding documents and specifications. Failure to do so will not relieve the contractor of his obligation under any contract.
- The existing conditions depicted in these documents are an approximation of the existing construction and conditions. The contractor shall be responsible for verification of all construction details and existing conditions.
- The installed/completed trench drain system shall conform with the material manufacturer's requirements for a warranted installation.

Project
179 S. Bloomingtondale Road
Bloomingtondale, Illinois 60108

SAMPLE CONTRACT

AGREEMENT FOR STATION 23 TRENCH DRAIN RESTORATION PROJECT

This Agreement is made this ___ day of _____, 2022 by and between the Bloomingtondale Fire Protection District No. 1, DuPage _____ County, Illinois, an Illinois unit of local government, with its principal place of business at 179 S. Bloomingtondale Rd., Bloomingtondale, Illinois and _____, a(n) [Corporation/Partnership, Sole Proprietorship/Individual], with its principal place of business at _____ (“Vendor”) collectively the “Parties.”

WITNESSETH

That the Bloomingtondale Fire Protection District No. 1 and Vendor, for the consideration hereinafter named, agree as follows:

1. AGREEMENT

The Vendor shall provide all the supplies, material or equipment necessary to complete the work described in and in accordance with the Bid Documents. The Bloomingtondale Fire Protection District No. 1 agrees to pay Vendor for its performance the sum of \$ in accordance with the payment terms set forth in the Bid Documents.

2. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement between the Bloomingtondale Fire Protection District No. 1 and the Vendor and the Legal Notice, Letter to Bidder, General Conditions, Terms and Conditions, Bid Form and Project Manual (“Bid Documents”) any addenda issued prior to the execution of this Agreement and Modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

The Contract Documents comprise the entire Agreement between the Parties and no statement, promise or inducement made by either party to the other or to the agency of the other party that is not contained in this written Agreement shall be valid or binding.

3. INSURANCE

Insurance shall be provided as required under Terms and Conditions number 5, or as otherwise specified.

4. RISK OF LOSS

The risk of loss from any casualty, regardless of cause, will be the responsibility of the Vendor until received and accepted by the Bloomingtondale Fire Protection District.

5. ACCEPTANCE AND REJECTION

The Bloomingtondale Fire Protection District No. 1 will have the right to inspect the goods upon receipt and to reject the nonconforming or damaged goods within ten (10) business days after delivery. The Bloomingtondale Fire Protection District No. 1 must give notice to Vendor of any rejection of the goods or claim for damages on account of condition, quality or grade of the goods.

6. COMPLETION DATE

The Vendor agrees to complete the work required to complete the Project within sixty (60) days from notice to proceed, or, the time of completion set forth in the Bid Form (or other Contract Document). Failure to complete the work by the specified date(s) shall constitute a material breach of the Contract entitling the Bloomingtondale Fire Protection District No. 1 to immediately replace the Vendor at the Bloomingtondale Fire Protection District No. 1's sole option

7. PERFORMANCE OF WORK

Vendor agrees to perform all work in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors procured by the Bloomingtondale Fire Protection District No. 1 for the work.

Vendor, on receipt of this contract executed by the Bloomingtondale Fire Protection District No. 1, shall immediately place orders for materials and otherwise commence the work immediately. No claim for extras shall be allowed unless such claim shall be first submitted in writing to the Bloomingtondale Fire Protection District No. 1 and approved in writing by an authorized agent of the Bloomingtondale Fire Protection District No. 1. All extras shall be subject to approval pursuant to the Bloomingtondale Fire Protection District No. 1's change order process and in accordance with the applicable law.

8. INDEPENDENT CONTRACTOR

Vendor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it, as well as any persons or agents as it may employ are not employees of the Bloomingtondale Fire Protection District No. 1; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

9. INTELLECTUAL PROPERTY OWNERSHIP RIGHTS

The Bloomington Fire Protection District No. 1 and Vendor agree that the Vendor's preparation of all drawings, designs, specifications, notes and other services rendered in the performance of this Agreement is a service work done for hire and that the ownership of such documents vests in the Bloomington Fire Protection District No. 1. The Bloomington Fire Protection District No. 1 agrees to, and does hereby grant and transfer to the Vendor, an exclusive, royalty-free license to all such data and documents which the Bloomington Fire Protection District No. 1 may obtain by copyright and of all designs and specifications as to which the Bloomington Fire Protection District No. 1 may assert any rights or establish any claim under prevailing patent or copyright laws. In the case of future reuse of any of the documents by the Bloomington Fire Protection District No. 1, the Vendor's and consultant's name and seal if applicable shall be removed from the reused document(s) and the Vendor and its consultants shall not be liable to the Bloomington Fire Protection District No. 1 or to third parties for their reuse.

10. LICENSED PROGRAMS

Vendor warrants that, except for third-party products for which Vendor acts as a licensing agent, it owns and possesses all rights and interests in any licensed computer software programs ("Licensed Programs") required to perform this Contract. Vendor further warrants that, except third-party products for which Vendor acts as a sales agent, Bloomington Fire Protection District No. 1's use of the Licensed Programs will not infringe upon the United States copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Bloomington Fire Protection District No. 1 harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by the Bloomington Fire Protection District No. 1 in connection with any such infringement claim by any third party, provided however that the Bloomington Fire Protection District No. 1 permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if the Bloomington Fire Protection District No. 1 is enjoined from using the Licensed Programs due to an actual or claimed infringement of any United States patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Bloomington Fire Protection District No. 1, at Vendor's expense, the right to continue using the Licensed Programs; or (ii) replace or modify the Licensed Programs at Vendor's expense, so that the Licensed Programs become non-infringing.

11. PAYMENT

Terms for payment are as set forth in the General Conditions in the Bid Documents.

12. ASSIGNMENT

This Agreement is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the Bloomington Fire Protection District No. 1.

13. WAIVER

Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract.

14. TIME

Time is of the essence for all matters concerning this Agreement.

15. TERMINATION

The Bloomingtondale Fire Protection District No. 1 may, at any time and in accordance with the Bid Documents, terminate the Contract in whole or in part for the convenience of the Bloomingtondale Fire Protection District No. 1 and without cause. Termination by the Bloomingtondale Fire Protection District No. 1 under this section shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Bloomingtondale Fire Protection District No. 1: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that the Bloomingtondale Fire Protection District No. 1 may direct, for the protection and preservation of the terminated work. The Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages resulting from termination for convenience under this Section.

16. INDEMNIFICATION

The bidder hereby agrees to protect, defend, indemnify, and save harmless the Bloomingtondale Fire Protection District against loss, damage, and expense from any suit, claim, demand, judgement, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Bloomingtondale Fire Protection District.

I hereby certify that the items proposed are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Bidder or its employees are: not barred by law from submitting a bid to the Bloomingtondale Fire Protection District for the contemplated herein because of conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that not delinquent in payment of any taxes to the Illinois Department of Revenue; and that provide a drug free workplace pursuant 30 ILCS 58011, et seq.; and that is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.1 01, et seq. Including establishment and maintenance of sexual harassment policies and program.

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, Illinois 60108

Station 23 Trench Drain Restoration Project

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals and year first above written.

BLOOMINGDALE FIRE PROTECTION DISTRICT NO. 1

By:
Print Name

President
Board of Trustees

Vendor

ATTEST

By:

Secretary
Board of Trustees

BID FORM

Station 23 Trench Drain Restoration Project

A. ACKNOWLEDGMENT

By its signature below, the Bidder acknowledges it has received a complete set of Specifications and understands that meaning of their content, and shall willingly comply with the guidelines set forth in these documents. The Bid Documents are composed of the following documents, which the Bidder acknowledges it has received in full:

- Letter to Bidder
- Advertisement for Bid
- General Conditions for All Bids
- Bid Specifications
- Sample Contract
- Bid Form
- Addendum
- Eligibility
- Affidavit of Experience
- List of Subcontractors and Suppliers

If any of the above documents have been omitted, please contact the Bloomington Fire Protection District No. 1 immediately to receive replacements for the missing documents.

B. PROPOSAL

The undersigned has carefully examined the General Conditions and All Bids, the Terms and Conditions for this bid, insurance requirements, Specifications, and Bid Form and proposes to provide the various types of equipment, supplies or materials in accordance with this bid and all attachments and exhibits for the following unit prices:

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, Illinois 60108

Station 23 Trench Drain Restoration Project

C. AFFIDAVIT OF EXPERIENCE (This Affidavit must be executed)

STATE OF _____)
)SS: _____
COUNTY OF _____)

, being duly sworn, says that he/she is

_____ of _____,
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Bloomington Fire Protection District No. 1 to contact the individuals listed below.

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

(Signature)

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, Illinois 60108

Station 23 Trench Drain Restoration Project

D. LIST OF SUBCONTRACTORS AND SUPPLIERS

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

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

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

Subcontractors	Phone	Address	Work Assignment

Suppliers	Material

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, Illinois 60108

Station 23 Trench Drain Restoration Project

E. CERTIFICATIONS AND SIGNATURE

The undersigned has checked the plan(s), specifications and the above figures and understands that he shall be responsible for any errors or omissions based upon these specifications as submitted on the Bid Offer Form.

It is understood and agreed that the Bloomington Fire Protection District No. 1 reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

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

Name of Person or Entity submitting this Bid

Street Address

City State Zip

Telephone Number Fax Number

Bid Form is not valid unless properly signed:

SIGNATURE

Date

Bloomington Fire Protection District No. 1
 179 S. Bloomington Road
 Lisle, Illinois 60185

Station 23 Trench Drain Restoration Project

F. CONFIRMATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-1 1:

_____, a(n) Individual, Partnership, Corporation
 Print name of Contractor

as part of his bid on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720 ILCS 5/33E-1, et seq.) and is not delinquent on any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

 Date

Contractor By:

Its: _____
 Title

STATE OF _____)
) SS
 COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____ Notary Public:

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, Illinois 60108

Station 23 Trench Drain Restoration Project

LABEL FOR SEALED BID ENVELOPE

Cut out and tape sealed bid label below or handwrite the same label to the lower left hand corner of your return sealed bid envelope.

Return to:

Bloomington Fire Protection District No. 1
179 S. Bloomington Road
Bloomington, Illinois 60108

SEALED BID

**Station 23 Trench Drain Restoration Project
DO NOT OPEN UNTIL:
October 17, 2022 at 2:00 P.M.**