

PALOS PARK PUBLIC LIBRARY

INVITATION TO BID

**PALOS PARK PUBLIC LIBRARY
12330 FOREST GLEN BLVD.
PALOS PARK, IL 60464**

BIDS ARE DUE TUESDAY, JUNE 13, 2023

Notice is hereby given by the Board of Library Trustees of the Palos Park Public Library, Palos Park, IL (the "Library") that sealed bids will be received at 12330 Forest Glen Blvd., Palos Park, IL until 5:00 p.m., Tuesday, June 13, 2023, for 2023 ROOF REPLACEMENT (the "Project"). Bids must be signed, enclosed in a sealed envelope marked 2023 ROOF REPLACEMENT, and mailed or delivered to the Library.

Bids will be opened publicly and read aloud at the Palos Park Public Library, Palos Park, IL, 60464 Community Room starting at 5:15 p.m., Tuesday, June 13, 2023.

The terms and conditions of the project are described on the following pages. The Terms of Project can also viewed at: <https://palosparklibrary.org/business-opportunities>.

Terms of Project

BIDS ARE DUE TUESDAY, JUNE 13, 2023

Sealed bids for 2023 ROOF REPLACEMENT will be received by the **Palos Park Public Library**, 12330 Forest Glen Blvd., Palos Park, IL 60464 (the "Library") until 5 p.m. on June 13, 2023.

Bids will be opened publicly and read aloud at the Palos Park Public Library, Palos Park, IL, 60464 Community Room starting at 5:15 p.m., Tuesday, June 13, 2023. Bids submitted late will be returned unopened. No oral, faxed, emailed, or telephoned proposals or modifications will be considered.

The terms and conditions of the project are as follows:

A. Scope of Project

The 2023 ROOF REPLACEMENT project located at the Library consists of replacing the EAST ROOF OF THE LIBRARY. The technical specifications for the Project are attached as Exhibit A.

B. Inspecting Property

Interested parties may do a pre-bid walk-through of the roof on Friday, June 2, 2023 or Tuesday, June 6, 2023. Please contact Library Director, Kathryn Sofianos at 708-448-1530, or by email at ksofianos@palosparklibrary.org, to schedule a time for one of these two days. The Library may allow another arrangement for a walk-through but this will need to be coordinated with the Library Director. The walk-through is not mandatory; however, it is the best opportunity to see the project area.

C. Preparation and Submission of Bids

1. Bids must be signed, enclosed in a sealed envelope, and mailed or delivered to: Library Director, Palos Park Public Library, 12330 Forest Glen Blvd., Palos Park, IL, 60464.
2. The envelope shall bear the name of the individual firm or corporation submitting the bid and the following: 2023 ROOF REPLACEMENT.
3. Bids received after 5 p.m., June 13, 2023 will not be considered.
4. A written request for withdrawal of a bid will be granted if the request is received by the Library prior to the time of bid opening.
5. Bids shall be signed by bidder. If the bidder is a corporation, the President and Secretary shall execute the Bid Form and the corporate seal shall be affixed to the Bid Form.
6. All bids shall be binding for 90 (ninety) calendar days following the date of opening.

7. Bidders shall notify the Library immediately of any errors or omissions in the Terms of Project.
8. A Bid Bond (or Cashiers/Certified Check payable to the Library) in the amount of ten percent (10%) of the Bid amount is required.
9. Bidders must:
 - a. Be licensed in the State of Illinois;
 - b. Be in compliance with all statutes and regulations applicable to bidder's business operations;
 - c. Subcontractor shall have 5 years' experience designing and installing similar systems;
 - d. Provide three customer references of similar projects, including name and location of installation and owner's representative phone number and email address.
10. Bidders acknowledge on the Bid Form receipt and review of all Addenda.
11. Bids must be submitted on the Bid Form (Exhibit B) with all information specified in the Bid Form. Page 7 & 8 of this document.
12. If a prospective bidder is in doubt as to the meaning of any part of the Project, they shall submit to Kathryn Sofianos, Library Director, ksofianos@palosparklibrary.org, a written request for an interpretation or correction. Any such request shall be submitted no later than five (5) working days before the bid submission deadline. Any interpretations or corrections shall be made in writing by Addenda and such Addenda will be posted on the Palos Park Public Library website <https://palosparklibrary.org/business-opportunities> no later than four (4) working days before the date specified for receipt of the bids.

D. Award of Bid

1. The Library may accept in writing one of the bids submitted or may reject any or all of the bids.
2. The Library reserves the right:
 - a. To waive any informality;
 - b. To reject any or all bids or accept the bid deemed most favorable to the Library after all bids have been examined.
 - c. To award separate contracts with respect to separate items in the various Bids.

E. Bidder's Acknowledgments

1. By submitting a bid, the bidder acknowledges:
 - a. They have received, reviewed, and understood the Terms of Project.
 - b. They have sole responsibility for all supervision, labor, material, equipment, and other items to perform all work and other matters set forth in the Terms of Project.
 - c. They have sole responsibility for determining the nature and extent of any and all work required to complete the Project.
 - d. All prices stated are firm.
 - e. The Library is not subject to state or local sales, use or excise taxes and no such taxes are included in the bid.
 - f. All other taxes applicable to the work are included in the bid.
 - g. If their proposal is accepted and they fail to enter into a contract, they shall be liable to the Library for any damages the Library may thereby suffer.
 - h. The Project will be completed on or before October 30, 2023.
 - i. The bid shall be considered accepted only when the Library executes a contract.
 - j. The bid is binding for (90) ninety calendar days.
 - k. Comparison of bidders' bids is a subjective process requiring evaluation of multiple factors including price, references, recommendations, and input from third parties. This process requires subjective assessment of bidders by the Library Trustees as to overall suitability of the bidder for the Project, including assessment of:
 - i. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - ii. Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
 - iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - iv. The quality of performance of previous contracts or services;
 - v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - vi. The financial resources and ability of the bidder to perform the contract or provide the service;
 - vii. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - viii. The ability of the bidder to provide future maintenance and service for the Project;
 - ix. Bidder's record of experience in this field.
 - l. The Library has substantial discretion in accepting a bid based on the Library's evaluation of multiple variables, only one of which is price.
 - m. The bidder is not relying on any oral instructions or representations and is relying solely on the Terms of Project and Addenda, if any.
 - n. The form of the Contract to be used for the Project is attached as Exhibit C.

EXHIBIT A: 2023 ROOF REPLACEMENT TECHNICAL SPECIFICATIONS

Scope of Project

ROOF REPLACEMENT FOR EAST ROOF.

TO BE COMPLETED ON OR BEFORE OCTOBER 30, 2023.

- Remove and dispose of existing stone ballast, loose laid EPDM membrane, and perimeter metal flashings on EAST ROOF.
- 3.0" polyisocyanurate insulation (to be installed over existing insulation), covered with ¼" Dens deck prime board (staggering all seams) mechanically fastened into metal decking.
- Install center drainage saddle (½"/ft slope), sumping (2) drain areas, to insure proper drainage.
- Install a fully adhered 60mil (white) TPO roof system, with all penetration flashings, in strict accordance to the manufacturer's application and specification manual.
- Include a fully executed 20-year NDL manufacturers system warranty.
- Fabricate and install new perimeter edge wall cap (24ga Kynar) with continuous starter cleat, and RTU curb counter flashing.
- Supply and install new treated (wood) gas pipe supports.
- Replace existing damaged insulation.
- Replace existing wood nailer.
- Price to include all permits, inspections, and warranty fees.

Existing Environment



Stone ballast, loose laid EPDM membrane, and perimeter metal flashings.

EXHIBIT B: BID FORM FOR 2023 ROOF REPLACEMENT (page 7 & 8)
BIDS ARE DUE TUESDAY, JUNE 13, 2023, UNTIL 5 p.m.

PLEASE SUBMIT ONE (1) COMPLETE BID FORM WITH THE ATTACHMENTS NOTED IN B., in a sealed envelope, and mail or deliver it to: Library Director, Palos Park Public Library, 12330 Forest Glen Blvd., Palos Park, IL, 60464. The envelope shall bear the name of the individual firm or corporation submitting the bid and the following: 2023 ROOF REPLACEMENT.

A. By submitting this Bid Form, the bidder:

1. Acknowledges they have received, reviewed, and understood the Terms of Project.
2. Acknowledges responsibility for all supervision, labor, material, equipment, and other items to perform all work and other matters set forth in the Terms of Project.
3. Acknowledges they were given the opportunity to examine the Property and field conditions and local conditions affecting the Project.
4. Acknowledges sole responsibility for determining the nature and extent of any and all work required to complete the Project.
5. Acknowledges that the Project will be completed on or before October 30, 2023.
6. Understands that, if their proposal is accepted and they fail to enter into the Contract attached, they shall be liable to the Library for any damages the Library may thereby suffer.
7. Upon request from the Library, will provide current financial statements.
8. Acknowledges that this bid is an offer which shall be considered accepted only after the Library accepts this bid in writing and that this bid shall be binding for 90 (ninety) calendar days.
9. Is aware that comparison of bidders' bids is a subjective process requiring evaluation of multiple factors including price, references, recommendations, and feedback from third parties. This process requires subjective assessment of bidders by the Library Trustees as to overall suitability of the bidder for the Project.
10. Acknowledges the Trustees have substantial discretion in accepting a bid based on the Library's evaluation of multiple variables, only one of which is price (see Bidder's Acknowledgments in the Terms of Project).

B. Attached are:

1. A bid deposit (bid guarantee) equal to ten percent (10%) of the total bid price indicated below in the form of a Bid Bond or a cashier's check or certified check. If this bid is accepted and the undersigned fails to proceed with the project as required, the bid deposit shall become the property of the Palos Park Public Library and shall be considered as partial payment of damages due to delay and other consequences suffered by the Library;

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2. A minimum of three references on building systems of age, condition, and type comparable to the Library. The reference list shall include the company name, contact name, contact phone number and the type of work done.

C. **LUMP SUM BASE BID AMOUNT IN FIGURES:** _____

D. **LUMP SUM BASE BID AMOUNT SPELLED OUT:** _____

E. **DATE OF COMPLETION OF THE PROJECT:** _____

***To be considered all bids must be signed, include required attachments, and be received prior to the due date and time.**

Signature

Printed Name

Contractor Name

Title

Street Address

City, State, Zip

Telephone Number

Email Address

Date Signed

EXHIBIT C: CONTRACT FOR 2023 ROOF REPLACEMENT

The Palos Park Public Library and _____
(Contractor) agree that, for the total lump sum of \$ _____, Contractor will perform all work on the Project in accordance with the Terms of Project and the Bid Form and the Rider to Contract, copies attached.

Palos Park Public Library _____

Signature: _____

Title: _____

Date: _____

Contractor: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT D – RIDER TO CONTRACT

For Inclusion in Contract Between Palos Park Public Library (“Owner”)
and _____ (Contractor)

Project Name/Description: 2023 ROOF REPLACEMENT/EAST ROOF REMOVAL & INSTALLATION

1. Contractor shall provide a Payment Bond and a Performance Bond in a sum equal to 100% of the amount of the Contract issued by an insurance company acceptable to Owner.
2. The Performance Bond to be provided shall contain the following language:
 - a. “Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein.”
3. Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. The parties intend that modifications in the Contract documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
4. The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law, insurance coverage, caps, or limitations notwithstanding. By way of this provision, the parties intend that any limitations in the Contract documents of the amounts or types of damages available to the parties shall be given no effect.
5. Contractor shall obtain and provide lien waivers for all labor and materials for the Project.
6. The Owner has no responsibility for construction means, methods, techniques, sequences, or procedures, and/or safety precautions and programs.
7. Contractor, at Contractor’s expense, will obtain and maintain all necessary permits and licenses, and pay for all governmental fees and inspections necessary for proper execution of completion of the Project.
8. Contract shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the

Freedom of Information Act.

9. "As built" drawings from the Contractor are a condition of receipt of the Contractor's final payment.
10. Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Owner, its agents, employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner shall be primary insurance for the Owner with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
11. Work will not begin, nor will any payment be authorized absent submission by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from Contractor's insurance company.
12. The Contractor shall reimburse the Owner for all reasonable fees which the Owner incurs as a result of the Contractor's failure to fulfill the Contractor's obligations including, without limitation, timely completion of the project.
13. Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the Owner in enforcing the terms and provisions of this Contract and in defending any proceeding to which the Owner is made a party as result of the acts or omissions of the Contractor.
14. Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.
15. In an effort to resolve any conflicts that arise under this Contract, prior to commencing litigation all disputes between the Owner and the Contractors arising out of or relating to this Contract shall be submitted to non-binding mediation. After such non-binding

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mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractor shall be resolved in the Circuit Court of Cook County, Illinois in accordance with Illinois law.

16. Contractor shall defend, indemnify, and hold harmless Owner from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Contractor's conduct, acts, errors, or omissions.
17. The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of care, skill and diligence which are commonly followed in performing the same or similar services in the locale where the project is located.
18. Contractor acknowledges that he has examined the property and has familiarized themselves with all local conditions affecting the project.
19. Once the work is complete, the contractor is responsible to perform a perimeter check of the library (including parking lot and surrounding landscape) to ensure that there is no trash or debris from the roof project.
20. Contractor shall at all times observe and comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and regulations of the Illinois Human Rights Commission. In addition, the Contractor will be required to comply with the Illinois Prevailing Wage Act.
21. Contractor, at Contractor's expense, shall purchase Builder's Risk insurance coverage.
22. The Contractor shall designate a Supervisor to act as the Owner's primary contact for the Project.
23. Contractor shall provide a completed work package detailing all work performed, materials used, and warranties.
24. Project completion date is on or before October 30, 2023.
25. THIS RIDER TO CONTRACT IS EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND ANY OTHER PROVISIONS OF THE CONTRACT, THIS RIDER CONTROLS. THIS PARAGRAPH IS STATED IN

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ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES' UNDERSTANDING OF THE PRECEDENCE THIS RIDER TAKES OVER ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS.

Contractor (Initial/Date)

Owner (Initial/Date)

Palos Park Public Library

Signature:

Title:

Date:

Contractor:

Signature:

Title:

Date:
