

Invitation to Bid

Township Building Flooring

FOR BIDS DUE:

12:00 noon

April 3, 2014

For
Palatine Township

721 South Quentin Road
Palatine, IL 60074

(847) 358-6700

SHARON LANGLOTZ-JOHNSON
Supervisor

Bid Notice

Notice is hereby given that sealed bids will be received by the Palatine Township Supervisor for the following:

Description: Work consists of supplying and installing flooring at government building located at 721 S. Quentin Road, Palatine. Bid must include all materials and labor. Labor is for moving furniture, removing old carpeting, doing all necessary floor prep (to include scrape floor as needed and apply a thin coat of mix to ensure a fresh substrate for proper adhesion of new flooring and wall base). Materials are broadloom carpeting, vinyl wall base and vinyl flooring. See bid document for details.

Bidder is required to provide bids for each section of the building as specified in the bid document.

Specifications, plans, and forms can be picked up at Palatine Township, 721 S. Quentin Road, Palatine, Illinois 60067, between the hours of 8:30 am and 4:00 pm Monday through Friday, or by downloading from www.PalatineTownship.com/BidsContractsMemberships/

Building walk through scheduled at 8:30 a.m. or 3:00 p.m. on March 19 or March 26.

Bids shall be submitted no later than 12:00 noon, Thursday, April 3, 2014.

Bid opening will be at the Township Office at 12:05 PM, Thursday, April 3, 2014.

The Supervisor reserves the right to reject any, or all, bids and to waive technicalities.

Palatine Township does not discriminate on the basis of race, creed, color, ancestry, national origin, age, sex or handicap; complies with the provisions of the Equal Employment Opportunity Act; the Illinois Fair Employment Practices Act; and the Prevailing rate of wages as set by the Department of Labor, State of Illinois, in accordance with An Act Regulating the Wages of Laborers, Mechanics and other Workmen employed in Public Works by the State, County, City or any Public Body or Political Subdivision or by anyone under contract for Public Works, as approved and amended.

By Order of:
Sharon Langlotz-Johnson
Supervisor
Township of Palatine
County of Cook
State of Illinois

Published in the Daily Herald
this 10th day of March 2014.

Notice Placed by:

Janice Peterson
Township Administrative Assistant

Materials, Labor for painting and repair:

Preparation

1. Bidder is responsible for properly preparing floor and walls in each section of the building for which they receive the notice to proceed, to include any needed repairs.
2. Bidder is responsible for protecting all walls, furniture and windows from any damage from equipment.
3. Bidder is to move all furniture to allow access to install flooring and wall base in each section of the building for which they receive notice to proceed.
4. Bidder is not responsible for removing any wall hangings – Palatine Township will remove all wall hangings if they deem it necessary.
5. Bidder to replace furniture to original location after installation is complete.

Flooring (No alternate flooring spec will be accepted)

6. Install Broadloom Carpeting in areas indicated in yellow on floor plans in bid document.
Manufacturer: Shaw Queen Commercial,
Style name: Change in Attitude,
Style #: J0111
Color Code: Lighten Up
Color #: 12205
No Pad
7. Install Vinyl Wall Base in all areas indicated in yellow or red on floor plans in bid document (plus bottom of stairwell and 2 restrooms):
Style: Johnsonite 4” Cove Base
Color: 45 Sandalwood
8. Install either:
Vinyl floating locking floor system
Manufacturer: Konecto
Style name: Sierra Plank
Color Code: Tahoma
Color #: 11068
OR
Vinyl Tile
Manufacturer: Tandus-Centiva
Color name: Sacred Rock
Color Code: NS RR64-E RK
Standard Tile Size 18” x18”

Decision of either vinyl floating locking flooring system or vinyl tile will be at the discretion of the Supervisor.
9. Properly dispose of all removed materials and debris incidental to Contractor’s work.

10. Properly complete all work per standard quality practices and according to all local and national laws.
11. Issue a 1 year warranty for installation.

Labor

12. Contractor must provide labor that will be in compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01). Questions regarding Prevailing Wage requirements may be referred to the Illinois Department of Labor at (312) 793-2800 or (217) 782-6206.
13. See attached Independent Contractors Agreement – successful bidder must complete Agreement within 1 week of winning bid.
14. Contractor must employ at least 90% Illinois laborers on this project. Illinois laborer is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Project Timeline

15. Upon awarding of the bid, building sections will be prioritized by the Township.
16. Work to be completed within 30 days of notification to proceed from Township.
17. Each subsequent section accepted by the Township to be completed according to time estimates provided by contractor in bid document. The start time for section 2 shall begin the day after completion of section 1.

GENERAL PROVISIONS:

- (1.) Sealed bids shall be due no later than **noon** on Thursday, **April 3, 2014** and shall be submitted on the forms herein provided.
- (2.) The Supervisor reserves the right to reject any, or all, proposals and to accept the whole, or part, of a proposal and to waive any technicalities.
- (3.) The bidder shall set forth the price by section of the building as designated in the bid packet for the project including all labor, materials, fees, disposal and any and all other costs necessary to complete this project to the satisfaction of the Township Supervisor.
- (4.) The Supervisor shall give the successful bidder shipping or construction instructions within a reasonable time before the items are to be required; the successful bidder shall, within a reasonable time after the receipt of such instructions, ship the items or commence the work as required.
- (5.) If the successful bidder shall fail, or refuse to, furnish any part of the items required, the Supervisor shall have the right to purchase the amount required, but not furnished, on the open market and charge the difference to the successful bidder.
- (6.) The successful bidder, within 15 days of the date the contract is awarded, shall execute and deliver to the Palatine Township Supervisor a surety bond in the sum of not less than one hundred (100%) percent of the established amount of the contract. The bond must be issued by a surety licensed to do business in the State of Illinois and shall be conditioned on the faithful performance and completion of the bidders contract.
- (7.) Proposals shall be delivered or mailed to the Attention of Township Supervisor, Palatine Township, 721 S. Quentin Road, Suite 101, Palatine, Illinois 60067.
- (8.) Upon satisfactory completion of the project, a warrant shall be issued to the Treasurer of Palatine Township for the payment and signed by the Supervisor.
- (9.) The Supervisor may cancel the entire contract or any part thereof, if conditions over which

she has no control force the halting or reduction of the work by the Township.

(10.) ALL SEALED BIDS WILL BE OPENED AT 12:05 PM on Thursday April 3, 2014 at THE PALATINE TOWNSHIP OFFICE, LOCATED AT 721 SOUTH QUENTIN ROAD, PALATINE, ILLINOIS.

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS

Any erasures or alterations in the unit prices and/or in the products of the respective quantities and unit prices in this proposal, must be properly authenticated by the bidder by initializing in ink such erasures or alterations to avoid cause for rejection of the proposal.

SPECIAL PROVISION
FOR
PROPOSAL GUARANTY:

PROPOSAL GUARANTY:

Each proposal shall be accompanied by either a bank draft drawn on a New York, Chicago or St. Louis Exchange, by a bank cashier's check or a properly drawn certified check, or by a BID BOND for not less than five (5%) of the amount of the bid.

If a combination bid is submitted, the proposal guarantees which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

Checks shall be make payable to Palatine Township. The proposal guaranty checks of all except the successful bidder and the two lowest other bidders shall be returned promptly after the proposals have been checked and tabulated. Proposal guaranty checks of the successful bidder and of the two lowest other bidders shall be returned as soon as the contract and contract bond of the successful bidder has been executed, approved and filed with the Supervisor.

DESCRIPTION OF IMPROVEMENT, OR ITEMS REQUIRED:

Description: Work consists of supplying and installing flooring at government building located at 721 S. Quentin Road, Palatine. Bid must include all materials and labor. Labor is for moving furniture, removing old carpeting, doing all necessary floor prep (to include scrape floor as needed and apply a thin coat of mix to ensure a fresh substrate for proper adhesion of new flooring and wall base). Materials are broadloom carpeting, vinyl wall base and vinyl flooring. See details elsewhere in bid document. Bidder is required to provide bids for each section of the building as specified in the bid document.

SPECIAL PROVISIONS

INSURANCE REQUIREMENTS:

Not later than the time of the award of the contract, and the execution of the surety bond, the successful bidder shall deposit with the Palatine Township Supervisor the following:

(1.) One (1) original and (1) copy, evidence Owner's Protective Liability Insurance Policy naming the Palatine Township Supervisor, Palatine Township as the insured. The amounts of insurance shall be one million (\$1,000,000.00) dollars per occurrence for bodily injury and one million (\$1,000,000.00) dollars per occurrence for property damage.

ANY RESTRICTION OR LIMITATION COVERAGE AS RESPECTS
PUNITIVE OR EXEMPLARY DAMAGES IS NOT ACCEPTABLE.

(2.) Contractor's insurance- The contractor shall furnish the Supervisor certificates, in duplicate, from the contractor's insurance company evidencing insurance coverages required in the following paragraphs.

"This insurance specially covers liability assumed by the insured under this contract."

The certificates shall stipulate that the insurance shall not be cancelled or changed while the work is in progress without thirty days prior notice by Certified Mail to the Supervisor.

The Contractor shall provide and maintain the following:

(1.) Workman Compensation, Occupational Disease and Employers Liability as required by the laws of the State of Illinois and to the minimum statutory limits prescribed by such regulations. If any of the work is sublet, the contractor shall require his sub-contractor to provide the same insurance for the latter employees, unless such employees are covered by the contractors insurance.

(2.) Liability Insurance- Comprehensive form coverages on all operations, including property damage to property physically controlled, protective, products, and contractual liability, the motor vehicle liability owned, non-owned and hired.

The amounts shall be one million (\$1,000,000.00) per occurrence for bodily injury and one million (\$1,000,000.00) per occurrence for property damage.

The insurance companies shall be licensed to do business in Illinois.

SPECIAL PROVISIONS
FOR
FAIR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

Form LR120
(1-80)
Sheet 1 of 2

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rule and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the commission's rules and regulations for public contracts.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

(If an individual)

Signature of Bidder _____ (seal)

Business Address _____

(If a co-partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert names and Address of all Members of the Firm. _____

(If a corporation)

Corporate Name _____

Signed By _____
President

Business Address _____

(Corporate seal)

Insert
Names of
Officers

President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

Schedule of Prices

I agree to furnish material and labor, complete in accordance with the listed specifications for each section listed below. This represents the total cost for each line item.

Palatine Township Flooring

Section		Cost
Above Grade	Removal of old carpeting	_____
	Move and replace furniture	_____
	Install specified broadloom in areas highlighted in yellow on floor plans (page 19)	_____
	Install specified vinyl floating locking floor system in areas highlighted in red on floor plans (page 19)	_____
	Install specified vinyl tile in areas highlighted in red on floor plans (page 19)	_____
	Install specified wall base in areas highlighted in yellow and red on floor plan (page 19)	_____
	Days to complete	_____

Section		Cost
Below Grade	Removal of old carpeting	_____
	Move and replace furniture	_____
	Install specified broadloom in areas highlighted in yellow on floor plans (page 20)	_____
	Install specified vinyl floating locking floor system in areas highlighted in red on floor plans (page 20)	_____
	Install specified vinyl tile in areas highlighted in red on floor plans (page 20)	_____
	Install specified wall base in areas highlighted in yellow and red on floor plan (page 20) (plus 2 rest rooms and base of stairwell)	_____
	Days to Complete	_____

** Decision of either vinyl floating locking floor system or vinyl tile will be at the discretion of the Supervisor.

** At least 90% of work force will be Illinois laborers (resident of Illinois for at least 30 days and intend to become or remain an Illinois resident). **

** Prices quoted are guaranteed for a period of 6 months following bid opening **

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between _____ (hereafter the "Contractor") and PALATINE TOWNSHIP (hereafter "Township").

WHEREAS, Contractor will be performing services and work for the Township as set forth in the Bid Proposal, _____(list docs)_____ attached hereto as Exhibits A, _____(list)_____; and

WHEREAS, Contractor may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

WHEREAS, the Exhibits attached hereto, contain the terms of the engagement of the Contractor by the Township and are hereby incorporated into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To 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 during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Township and to indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney=s and paralegal=s fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor=s work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Township would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Township, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor=s breach of any of its obligations under, or Contractor=s default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of the Township, at all times during the performance of any work referred to above, Workers Compensation and Employer=s Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability

\$500,000.00	Per Accident
\$500,000.00	Disease, Policy Limit
\$500,000.00	Disease, Each Employee
 2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate
 2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)
 3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - b. Property Damage:

\$1,000,000.00	Per Occurrence
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 4. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
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4. To have all policies of insurance purchased or maintained in fulfillment hereof name the Township as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverages and the addition of the Township as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an occurrence basis rather than a claims-made basis. Failure of Township to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractors obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Township. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. To agree that nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the

insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the Additional insureds have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

6. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
7. To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Township as required by Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
8. The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.
9. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor

shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Township, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Township.

This agreement shall be in full force and effect from the _____ day of _____, 20_____ until such time as it is terminated by the Township.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20_____.

PALATINE TOWNSHIP

CONTRACTOR

Print Name

Print Name

Title

248a

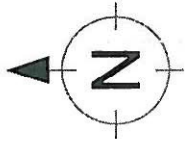
DIST. 84
SS-8

Address
721 S. Quentin Rd.
Occupant
Palatine Township



248a

DIST. 84
SS-8

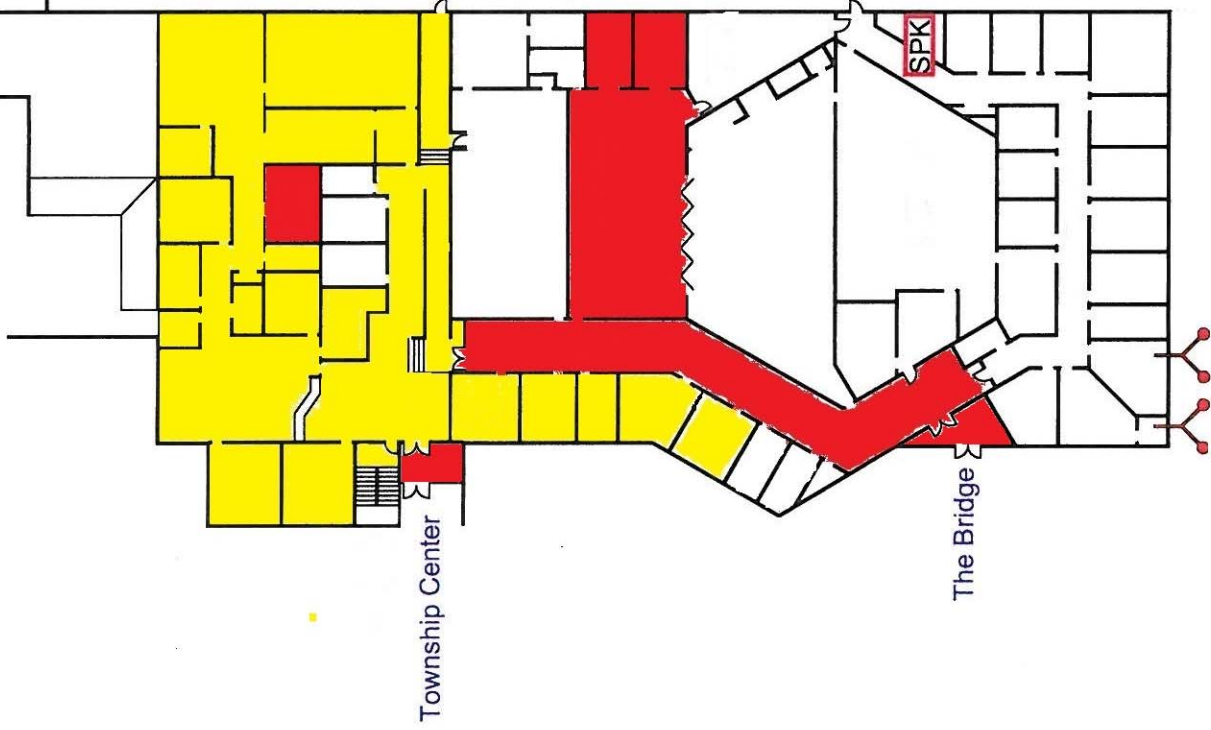


Garage

Day Care

2nd Floor
Classroom

Zone 13



200'



90'

6000 GPM

ABOVE GRADE

Areas highlighted in yellow are broadloom carpeting

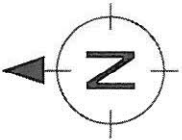
Areas highlighted in red are vinyl tile or vinyl floating locking floor system

Drawing is not to scale

2008

248b

DIST. 84
SS-8



Address

721 S. Quentin Rd.

Occupant

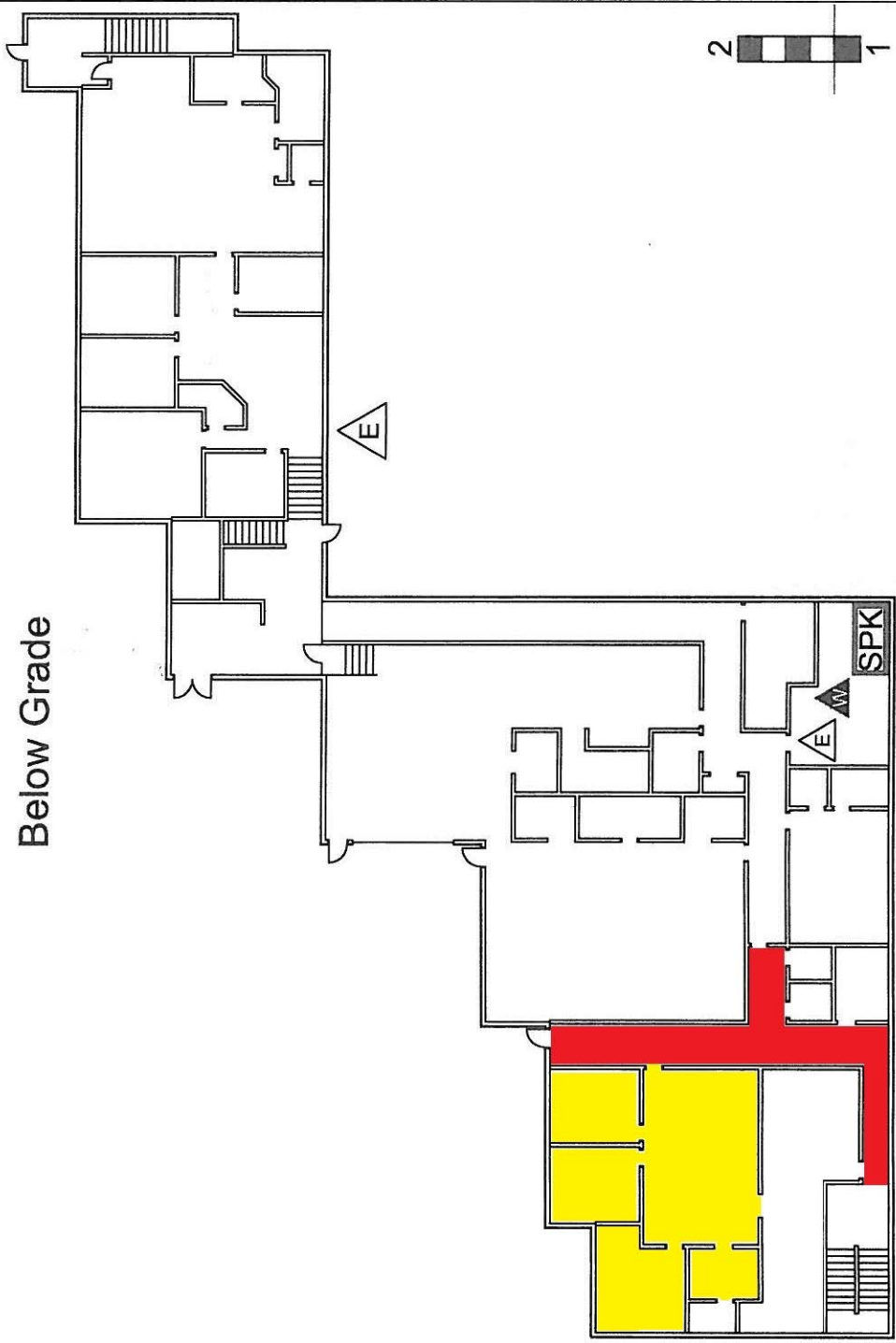
Palatine Township

248b

DIST. 84
SS-8



Below Grade

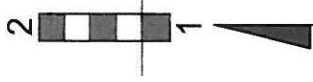


Below Grade

Areas highlighted in yellow are broadloom carpeting

Areas highlighted in red are vinyl tile or vinyl floating locking floor system

Drawing is not to scale



100'

170'

5600 GPM