

D97 Holmes Addition & Renovations

Bid Group #4

Description of Bid Package: 4A General Trades

June 6, 2018



Bid Details	Bulley & Andrews	E&K	Boller Construction	Manusos General Contracting, Inc.
Bid Bond	Yes	Forthcoming	Bid Not Received	Bid Not Received
Addendum #1	Yes	Yes		
Base Bid	\$1,150,428	\$1,345,000		
Alternates				
Breakout Costs for 2018 Life Safety (Included in Base Bid)	\$207,027	\$250,000		
LS-2 Hatch Room 207	\$34,720	\$0		
LS-3 Irving Roof	\$0	\$0		
LS-5 Lincoln Courtyard Door Replacement	\$4,640	\$0		

BID GROUP 4: BID FORM

Holmes Elementary Addition & Renovations
508 N. Kenilworth Ave.
2018 Life Safety Work
Various Locations

SEALED BIDS ARE TO BE DELIVERED TO THE
OAK PARK ELEMENTARY SCHOOL DISTRICT 97
ADMINISTRATION BUILDING – 260 MADISON STREET, OAK PARK IL 60302
BY 2:00 P.M., JUNE 06, 2018.
THEY WILL BE PUBLICLY OPENED AT 2:15 PM.

Submit 1 original and 2 copies of the bid.

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Bulley & Andrews, LLC

DATE: 06/06/2018

Address: 1755 W. Armitage Ave.

City, State, Zip Code: Chicago, IL 60622

Construction of new Holmes Elementary Addition & Renovations – Bid Group 4

TYPE OF WORK: Bid Group 4A – General Trades

BID GROUP 4

Bid Group 4A – General Trades, Bid Group 4B - Landscaping

BASE BID

All work associated with “this subcontractor’s scope” as identified within the bid documents

TOTAL BASE BID \$ 1,150,428

BREAK OUT PRICING

1. Break-out Costs for 2018 Life Safety work (included in base bid) \$ 207,027

ADD ALTERNATES/ UNIT COSTS

1. LS-2 Hatch Room 207 \$ 34,720

2. LS-3 Irving Roof Replacement \$ 0

3. LS-5 Lincoln Elementary Courtyard Door Replacement \$ 4,640

SCOPE OF WORK

Acknowledge review and completion of trade specific scope of work

YES

NO

SCHEDULE

Acknowledge Receipt of Preliminary Project Schedule

YES

NO

Indicate Duration for Complete Submittal Package Upon Contract Award

2 weeks

Identify Lead Times for All Materials with Procurement in Excess of 4 Weeks

Sliding Markerboard Doors
Food Service Equipment, Lockers
Window Treatments, Millwork

BIDS SHALL BE ACCOMPANIED BY BID BOND OR SECURITY IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID. ALL SIGNED AFFIDAVITS TO BE PROVIDED WITH BID SUBMISSION

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet.

Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

In addition, the under signed hereby certifies they have received, reviewed and understand the contents of the following documents that will become a part of the Subcontract Agreement.....

- Complete Set of "2018 LIFE SAFETY WORK" Plans Dated 01/12/2018, "Issue for Construction" Plans Dated 03/28/2018 and Selected Specifications Dated 02/28/2018 for Holmes Elementary Additions & Renovations
- Instruction to Bidders Dated - 05/16/2018
- Preliminary Project Schedule
- Scope of Work Summary Sheets - Issued for Reference & Supplementary Information to be used for equivalent bid preparation
- Addendum # 1 - Dated 06/06/18
- Addendum # _____ - Dated _____
- Addendum # _____ - Dated _____

Authorized Signature: _____

Company Name: Bulley & Andrews, LLC

Typed/Printed Name: Jason Stonchus

Date: 06/06/2018

Title: Project Manager

Telephone Number: 773-235-2433

E-mail jstonchus@bulley.com

Fax Number: 773-235-2433

GENERAL TERMS AND CONDITIONS

1. INTENT

The intention is to purchase services for construction of the new Holmes Elementary Addition & Renovations for Oak Park Elementary School District 97.

The bidders should refer to and consider the following documents in preparing their bids:

- Complete Set of “2018 LIFE SAFETY WORK” Plans Dated 01/12/2018, “Issue for Construction” Plans Dated 03/28/2018 and Selected Specifications Dated 02/28/2018 for Holmes Elementary Additions & Renovations and 2018 Life Safety Work
- Instruction to Bidders Dated 05/16/2018
- Preliminary Project Schedule
- Site Logistics Plan
- Bid Scope Summary Sheets – Issued for Reference & Supplementary Information to be used for equivalent bid preparation
 - Please fill in and acknowledge each line item on the Bid Scope sheet and provide your proposal as back up to the Bid Form and Bid Scope sheets

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130 et seq.

2. AWARD

Award will be made to the lowest responsive and responsible bidder who is best qualified to perform in accordance with the terms and conditions of the contract, based upon the evaluation criteria specified herein.

3. TIME OF COMPLETION

Time is of the essence. Bidders should refer to and consider the Preliminary Project Schedule when preparing their bids.

4. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

All bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal compliance

5. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond in the amount of 10% to serve as a guarantee that the Contractor shall enter into a contract with Bulley & Andrews to perform the work identified herein, at the price bid. This security shall be retained by Bulley & Andrews throughout the contract term to guarantee the Contractor’s performance in accordance with the terms and conditions of the contract.

Any bid not complying with the Security requirement may be rejected as non-responsive.

6. CONTRACT BOND

A payment and performance bond is not required for this project as construction manager/contractor will be carrying subcontractor default insurance. Only Bid Bond is Required

7. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Jason Stonchus – jstonchus@bulley.com. Questions are required no less than 5 business days prior to Bid Opening date.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid

as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

8. DEFINITIONS

- 8.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids or Unit Prices.
- 8.2 **Alternate Bid** is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 8.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. Bulley & Andrews may reject or negotiate any unit price considered excessive or unreasonable.
- 8.4 **Owner** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.
- 8.5 **Architect** is procured by the Owner who is lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- 8.6 **Construction Manager/Contractor** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Construction Manager/Contractor shall be lawfully licensed, if required in jurisdiction where the Project is located. The Construction Manager/Contractor shall designate in writing a representative who shall have express authority to bind the Construction Manager/Contractor with respect to all matters the Contract. The term "Construction Manager/Contractor" means the Construction Manager/Contractor's authorized representative.
- 8.7 **Subcontractor** a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the site. The term "subcontractor" is referred throughout the Contract Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

9. RESPONSIVE BID

- 9.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 9.2 Bidders shall promptly notify Bulley & Andrews of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

10. AWARD

Shall be made to the lowest responsive and responsible bidder who meets the specifications including financial capacity to perform, experience and qualifications performing similar work, scheduling and availability to perform the work within the time allowed.

11. INSURANCE

The Contractor shall maintain for the duration of the contract insurance, which meets the Project Specification and Contract requirements.

12. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend Bulley & Andrews, Oak Park Elementary School District

97, the Village of Oak Park, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Bulley & Andrews, Oak Park Elementary School District 97, or the Village of Oak Park, its agents, servants, or employees or any other person indemnified hereafter.

13. CHANGE IN STATUS

The Contractor shall notify Bulley & Andrews immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Bulley & Andrews shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

14. CHANGE ORDERS

In the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.

15. PRECEDENCE

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or both in accordance with the Architect's and Bulley & Andrew's interpretation.

16. VILLAGE CONTRACTOR'S LICENSE: The most responsive and responsible bidder, prior to commencing any work, must have a valid Village of Oak Park Contractor's License on-file with the Development Department.

17. CONSTRUCTION MANAGEMENT AGREEMENT: Bulley & Andrews LLC, has been retained by the Board of Education Oak Park Elementary School District 97 to provide Construction Management Services for the new Holmes Elementary Additions & Renovations.

- a. All Bidders will be required to comply with Bulley & Andrews LLC Insurance Requirements and Safety Policy. Copies of this Exhibit are available upon request. Inability to comply may result in disqualification.
- b. All Bidders will be required to adhere to the General Conditions & Supplementary General Conditions of the contract. These documents are available for review at the Construction Managers office during normal business hours.
- c. The successful bidder will be required to provide an authorized individual to attend weekly coordination meetings and be responsible for scheduling, submittals, and pricing.
- d. The successful bidder will be required to enter into a Bulley & Andrews standard subcontract agreement. Copies of this document are available upon request.

SCOPE OF WORK:

1. A. GENERAL SCOPE OF SERVICES

Contractor shall provide all labor, material, equipment and supervision as required to complete all work in accordance with drawings, specifications and contract documents. Contractor will furnish and install all items necessary to complete the work without adjustment to the contract price for such work. The work includes but is not limited to the following items:

- a. All work completed shall be per STR Partners LLC plans dated 02/28/2018 and selected specifications dated 02/28/2018.
- b. Prior to commencement, all required submittals, shop drawings, samples, etc., to be provided by Subcontractor as specified for review/approval by architect. This Subcontractor agrees to provide ALL product data and sample submittals no later than 3 weeks after verbal Subcontract award. Shop drawing process to begin immediately following verbal Subcontract award.
- c. SUBCONTRACTOR has visited the site, reviewed the preliminary schedule and is aware of time constraints involved with this project. SUBCONTRACTOR shall proceed with the work in such a manner so as to complete the work in a timely fashion and as scheduled by the general contractor.
- d. SUBCONTRACTOR will provide any overtime necessary required to maintain SUBCONTRACTOR'S portion of the project schedule under normal conditions, if this Subcontractor causes delays.
- e. Schedule per Preliminary Schedule issued with Bidding Documents.
- f. There will be no parking available on site.
- g. SUBCONTRACTOR shall at his expense comply with all OSHA, state, local and specified safety, health and hazard requirements not only for his employees, but everyone who will or may be exposed to your work. *All bidding subcontractors with an EMR rating above .8 may be deemed unqualified.
- h. Certificate of Insurance in accordance with Contract Documents, including listing additional insureds per the insurance requirements, as stated in the specification.
- i. Includes Labor increases through 2018.
- j. All material costs increases are included.
- k. CAD background drawings will be available upon request
- l. All deliveries for this subcontractor's work shall be taken receipt by this subcontractor, which includes barricades, street closure requirements and certified flaggers for traffic control provided by this subcontractor.
- m. Off-site storage for this subcontractor's materials is to be assumed at your expense as limited storage space on site will be available.
- n. Subcontractor to Provide Temporary Protection for Work
- o. Daily Clean-up of Material & Debris from your work
- p. All Required testing and inspections in accordance with contract documents and all local, state & national authorities having jurisdiction
Full time supervision is included for this scope of work and required at all times that Subcontractor is on site
- q. Warranties, Drawings & CAD As-builts as Required per Project Specifications
- r. Licenses, business, permit & bond fees as required for your scope of work
- s. All plan review and inspection fee's for your work will be included with your bid
- t. Provide labor rate sheet with overtime rates included
- u. Subcontractor responsible for testing and commissioning for all the systems that are part of your scope of work
- v. Prepare and submit project safety plan
- w. No substitutions of Materials, Manufacturers or Specified Installation Methods Are Acceptable Unless Approved as such prior to via a formal request for substitution.
- x. All clean up associated with this scope of work to a dumpster provided by Bulley & Andrews on a daily basis is included in Base Bid
- y. Attendance from both office and field personnel at all required coordination meetings from contract date all the way through completion of this subcontractor's work
- z. No change orders will be reviewed without required breakdown and back-up information.
- aa. Multiple mobilizations as necessary / required are to be included
- bb. Subcontractor is aware of site logistical constraints and required logistical coordination with other trades work, therefore it is assumed cost associated such has been included.
- cc. Subcontractor is to provide certified payrolls at each month's progress billing to verify that the project meets prevailing wage requirements.

B. TRADE SPECIFIC SCOPE OF SERVICES

- SEE ATTACHED BID SCOPES (INCLUDED IN THE BACK OF THIS PACKET) *BID SCOPES IS FOR INFORMATION ONLY AND SHOULD BE INCLUDED BUT DOES NOT SUPERCEDE CONTRACT DOCUMENTS

A separate bid form should be submitted for each scope of work being bid, in accordance with bid submission instructions

2. DAMAGES

Contractor shall immediately notify the Construction Manager of any damage that occurs to surrounding areas outside of the site.

3. DIRT CONTROL

At the end of each day, the Contractor shall clean up all mud or soil, which has been tracked onto adjacent streets. Sections of streets shall be cleaned and swept by the Contractor without delays (within 24 hours) when directed by Bulley & Andrews. The cost associated with dirt control shall be considered incidental to the cost of the contract.

4. DUST CONTROL

Construction operations shall be conducted in such a way as to minimize dust spreading onto adjacent properties. When requested by Bulley & Andrews water trucks shall be used for watering dust-generating areas. Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air or at least to the lowest level of air pollution practical for the conditions. Water source for this process must be coordinated through the Village of Oak Park Public Works.

Clean adjacent areas including walks and streets of all dust, dirt and debris caused by construction operations daily.

The cost associated with dust control shall be considered incidental to the cost of the contract.

5. EXISTING UTILITIES

The contractor shall familiarize himself with the location of all utilities and related structures that may be found in the vicinity of the construction. The contractor shall conduct his operations to avoid damage to the above-mentioned utilities or structures. Should any damage occur due to the contractor's negligence, repairs shall be made by the contractor at his expense in a manner that is acceptable to the authorities at these agencies.

6. CLARIFICATION

The above referenced conditions and items are considered incidental to the contract. All costs for such items shall be borne by the Contractor.

7. WORK HOURS

Hours of Construction

Per Village's Ordinance, the Contractor shall be required to confine the work activity between 7:00 A.M. - 7:00 P.M. Monday through Friday, 9:00 A.M. - 5:00 P.M. Saturdays. Work on Saturdays shall be coordinated and approved in writing by Bulley & Andrews at least 72 hours in advance. No work will be permitted on holidays without Bulley & Andrews approval. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

Oak Park Elementary School District 97

ANTI-COLLUSION AFFIDAVIT AND BIDDER'S CERTIFICATION

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

Bulley & Andrews, LLC

Name of Company

2. The party making the foregoing bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham bid or to refrain from participating and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
3. The undersigned certifies that he is not barred from submitting a bid on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Authorized Signature _____

Type or Print Name Jason Stonchus

Title Project Manager

SUBSCRIBED AND SWORN TO before me

this 6 day of June, 2018.

Notary Public



Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

Oak Park Elementary School District 97

TAX COMPLIANCE AFFIDAVIT

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

Bulley & Andrews, LLC

Name of Company

2. The individual or entity making the foregoing bid certifies that he is not barred from contracting with the Village of Hinsdale because of any delinquency in the payment of any tax administered by the State of Illinois Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Authorized Signature _____




Type or Print Name Jason Stonchus

Title Project Manager

SUBSCRIBED AND SWORN TO before me

this 6 day of June, 2018.



Notary Public



Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids or bid rotating as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C) has been convicted of bid rigging, attempting to rig bids or bid rotating under the laws of the State of Illinois, or any state in the United States;
- D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States,
- F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

Oak Park Elementary School District 97

CERTIFICATE OF COMPLIANCE AFFIDAVIT

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

Bulley & Andrews, LLC

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain bidders which are contained on the following pages of the bid documents.
3. That the undersigned knows of his own knowledge that the bidder is not disqualified from submitting a bid under the aforesaid sections.


Authorized Signature 

Type or Print Name Jason Stonchus

Title Project Manager

SUBSCRIBED AND SWORN TO before me

this 6 day of June, 2018.


Notary Public



Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

Oak Park Elementary School District 97

(Individual Vendor/Contractor)

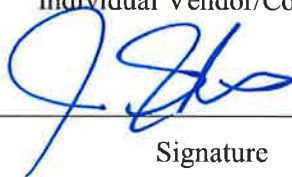
**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Bulley & Andrews, LLC (Individual Vendor/Contractor), does hereby certify pursuant to Section 4 of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/4) that (he, she) will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she) is not ineligible for award of this contract by reason of disbarment for a violation of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/1 et. seq.).

Bulley & Andrews, LLC

Individual Vendor/Contractor

By: _____



Signature

June 6, 2018

Date

Oak Park Elementary School District 97

(Vendors/Contractors with 25 or More Employees)

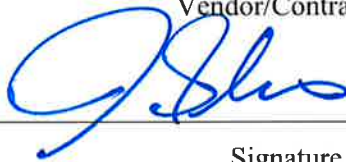
**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Bulley & Andrews, LLC (vendor/contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act*, as amended, (30 ILCS 580/1 et. seq.), and further certifies that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/1 et. seq.).

Bulley & Andrews, LLC

Vendor/Contractor

By: _____



Signature

Project Manager

Title

June 6, 2018

Date

Oak Park Elementary School District 97

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

_____ Bulley & Andrews, LLC _____ (Vendor/Contractor), does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act*, as amended (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes, at the minimum, the following information: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment, utilizing examples; (4) an internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (6) directions on how to contact the Department of Human Rights and Human Rights Commission; and (7) protection against retaliation.

Bulley & Andrews, LLC

Name of Vendor/Contractor

By: _____


Signature

Project Manager

Title

June 6, 2018

Date

REFERENCES

List below Projects of similar size and scope for which this scope or other similar services have been provided:

Agency Name: _____ To be submitted upon Award _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
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Contact Person _____
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Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

BID GROUP 4: BID FORM

Holmes Elementary Addition & Renovations
508 N. Kenilworth Ave.
2018 Life Safety Work
Various Locations

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OAK PARK ELEMENTARY SCHOOL DISTRICT 97
ADMINISTRATION BUILDING – 260 MADISON STREET, OAK PARK IL 60302
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INVITATION TO BID CONTRACTOR INFORMATION

Company Name: E&K OF CHICAGO, INC.

DATE: 6/6/2018

Address: 343 CAROL LANE

City, State, Zip Code: ELMHURST, IL 60126

Construction of new Holmes Elementary Addition & Renovations – Bid Group 4

TYPE OF WORK: GENERAL TRADES

BID GROUP 4
Bid Group 4A – General Trades, Bid Group 4B - Landscaping

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TOTAL BASE BID \$ 1,345,000.00

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ADD ALTERNATES/ UNIT COSTS

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3. LS-5 Lincoln Elementary Courtyard Door Replacement \$ _____

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YES

NO

SCHEDULE

Acknowledge Receipt of Preliminary Project Schedule

YES

NO

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Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

In addition, the under signed hereby certifies they have received, reviewed and understand the contents of the following documents that will become a part of the Subcontract Agreement.....

- Complete Set of "2018 LIFE SAFETY WORK" Plans Dated 01/12/2018, "Issue for Construction" Plans Dated 03/28/2018 and Selected Specifications Dated 02/28/2018 for Holmes Elementary Additions & Renovations
- Instruction to Bidders Dated - 05/16/2018
- Preliminary Project Schedule
- Scope of Work Summary Sheets - Issued for Reference & Supplementary Information to be used for equivalent bid preparation
- Addendum # _____ - Dated _____
- Addendum # _____ - Dated _____
- Addendum # _____ - Dated _____

Authorized Signature: 
 Typed/Printed Name: JEFF SHELTON
 Title: PRESIDENT
 E-mail: JEFF.SHELTON@E-KCO.COM

Company Name: E!K
 Date: 5/6/18
 Telephone Number: 630-530-9001
 Fax Number: 630-530-9031

GENERAL TERMS AND CONDITIONS

1. INTENT

The intention is to purchase services for construction of the new Holmes Elementary Addition & Renovations for Oak Park Elementary School District 97.

The bidders should refer to and consider the following documents in preparing their bids:

- Complete Set of “2018 LIFE SAFETY WORK” Plans Dated 01/12/2018, “Issue for Construction” Plans Dated 03/28/2018 and Selected Specifications Dated 02/28/2018 for Holmes Elementary Additions & Renovations and 2018 Life Safety Work
- Instruction to Bidders Dated 05/16/2018
- Preliminary Project Schedule
- Site Logistics Plan
- Bid Scope Summary Sheets – Issued for Reference & Supplementary Information to be used for equivalent bid preparation
 - Please fill in and acknowledge each line item on the Bid Scope sheet and provide your proposal as back up to the Bid Form and Bid Scope sheets

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130 et seq.

2. AWARD

Award will be made to the lowest responsive and responsible bidder who is best qualified to perform in accordance with the terms and conditions of the contract, based upon the evaluation criteria specified herein.

3. TIME OF COMPLETION

Time is of the essence. Bidders should refer to and consider the Preliminary Project Schedule when preparing their bids.

4. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

All bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal compliance

5. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond in the amount of 10% to serve as a guarantee that the Contractor shall enter into a contract with Bulley & Andrews to perform the work identified herein, at the price bid. This security shall be retained by Bulley & Andrews throughout the contract term to guarantee the Contractor’s performance in accordance with the terms and conditions of the contract.

Any bid not complying with the Security requirement may be rejected as non-responsive.

6. CONTRACT BOND

A payment and performance bond is not required for this project as construction manager/contractor will be carrying subcontractor default insurance. Only Bid Bond is Required

7. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Jason Stonchus – jstonchus@bulley.com. Questions are required no less than 5 business days prior to Bid Opening date.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid

as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

8. DEFINITIONS

- 8.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids or Unit Prices.
- 8.2 **Alternate Bid** is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 8.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. Bulley & Andrews may reject or negotiate any unit price considered excessive or unreasonable.
- 8.4 **Owner** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.
- 8.5 **Architect** is procured by the Owner who is lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- 8.6 **Construction Manager/Contractor** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Construction Manager/Contractor shall be lawfully licensed, if required in jurisdiction where the Project is located. The Construction Manager/Contractor shall designate in writing a representative who shall have express authority to bind the Construction Manager/Contractor with respect to all matters the Contract. The term "Construction Manager/Contractor" means the Construction Manager/Contractor's authorized representative.
- 8.7 **Subcontractor** a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the site. The term "subcontractor" is referred throughout the Contract Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

9. RESPONSIVE BID

- 9.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 9.2 Bidders shall promptly notify Bulley & Andrews of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

10. AWARD

Shall be made to the lowest responsive and responsible bidder who meets the specifications including financial capacity to perform, experience and qualifications performing similar work, scheduling and availability to perform the work within the time allowed.

11. INSURANCE

The Contractor shall maintain for the duration of the contract insurance, which meets the Project Specification and Contract requirements.

12. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend Bulley & Andrews, Oak Park Elementary School District

97, the Village of Oak Park, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Bulley & Andrews, Oak Park Elementary School District 97, or the Village of Oak Park, its agents, servants, or employees or any other person indemnified hereafter.

13. CHANGE IN STATUS

The Contractor shall notify Bulley & Andrews immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Bulley & Andrews shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

14. CHANGE ORDERS

In the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.

15. PRECEDENCE

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or both in accordance with the Architect's and Bulley & Andrew's interpretation.

16. VILLAGE CONTRACTOR'S LICENSE: The most responsive and responsible bidder, prior to commencing any work, must have a valid Village of Oak Park Contractor's License on-file with the Development Department.

17. CONSTRUCTION MANAGEMENT AGREEMENT: Bulley & Andrews LLC, has been retained by the Board of Education Oak Park Elementary School District 97 to provide Construction Management Services for the new Holmes Elementary Additions & Renovations.

- a. All Bidders will be required to comply with Bulley & Andrews LLC Insurance Requirements and Safety Policy. Copies of this Exhibit are available upon request. Inability to comply may result in disqualification.
- b. All Bidders will be required to adhere to the General Conditions & Supplementary General Conditions of the contract. These documents are available for review at the Construction Managers office during normal business hours.
- c. The successful bidder will be required to provide an authorized individual to attend weekly coordination meetings and be responsible for scheduling, submittals, and pricing.
- d. The successful bidder will be required to enter into a Bulley & Andrews standard subcontract agreement. Copies of this document are available upon request.

SCOPE OF WORK:

1. A. GENERAL SCOPE OF SERVICES

Contractor shall provide all labor, material, equipment and supervision as required to complete all work in accordance with drawings, specifications and contract documents. Contractor will furnish and install all items necessary to complete the work without adjustment to the contract price for such work. The work includes but is not limited to the following items:

- a. All work completed shall be per STR Partners LLC plans dated 02/28/2018 and selected specifications dated 02/28/2018.
- b. Prior to commencement, all required submittals, shop drawings, samples, etc., to be provided by Subcontractor as specified for review/approval by architect. This Subcontractor agrees to provide ALL product data and sample submittals no later than 3 weeks after verbal Subcontract award. Shop drawing process to begin immediately following verbal Subcontract award.
- c. SUBCONTRACTOR has visited the site, reviewed the preliminary schedule and is aware of time constraints involved with this project. SUBCONTRACTOR shall proceed with the work in such a manner so as to complete the work in a timely fashion and as scheduled by the general contractor.
- d. SUBCONTRACTOR will provide any overtime necessary required to maintain SUBCONTRACTOR'S portion of the project schedule under normal conditions, if this Subcontractor causes delays.
- e. Schedule per Preliminary Schedule issued with Bidding Documents.
- f. There will be no parking available on site.
- g. SUBCONTRACTOR shall at his expense comply with all OSHA, state, local and specified safety, health and hazard requirements not only for his employees, but everyone who will or may be exposed to your work. *All bidding subcontractors with an EMR rating above .8 may be deemed unqualified.
- h. Certificate of Insurance in accordance with Contract Documents, including listing additional insureds per the insurance requirements, as stated in the specification.
- i. Includes Labor increases through 2018.
- j. All material costs increases are included.
- k. CAD background drawings will be available upon request
- l. All deliveries for this subcontractor's work shall be taken receipt by this subcontractor, which includes barricades, street closure requirements and certified flaggers for traffic control provided by this subcontractor.
- m. Off-site storage for this subcontractor's materials is to be assumed at your expense as limited storage space on site will be available.
- n. Subcontractor to Provide Temporary Protection for Work
- o. Daily Clean-up of Material & Debris from your work
- p. All Required testing and inspections in accordance with contract documents and all local, state & national authorities having jurisdiction
Full time supervision is included for this scope of work and required at all times that Subcontractor is on site
- q. Warranties, Drawings & CAD As-builts as Required per Project Specifications
- r. Licenses, business, permit & bond fees as required for your scope of work
- s. All plan review and inspection fee's for your work will be included with your bid
- t. Provide labor rate sheet with overtime rates included
- u. Subcontractor responsible for testing and commissioning for all the systems that are part of your scope of work
- v. Prepare and submit project safety plan
- w. No substitutions of Materials, Manufacturers or Specified Installation Methods Are Acceptable Unless Approved as such prior to via a formal request for substitution.
- x. All clean up associated with this scope of work to a dumpster provided by Bulley & Andrews on a daily basis is included in Base Bid
- y. Attendance from both office and field personnel at all required coordination meetings from contract date all the way through completion of this subcontractor's work
- z. No change orders will be reviewed without required breakdown and back-up information.
- aa. Multiple mobilizations as necessary / required are to be included
- bb. Subcontractor is aware of site logistical constraints and required logistical coordination with other trades work, therefore it is assumed cost associated such has been included.
- cc. Subcontractor is to provide certified payrolls at each month's progress billing to verify that the project meets prevailing wage requirements.

B. TRADE SPECIFIC SCOPE OF SERVICES

- SEE ATTACHED BID SCOPES (INCLUDED IN THE BACK OF THIS PACKET) *BID SCOPES IS FOR INFORMATION ONLY AND SHOULD BE INCLUDED BUT DOES NOT SUPERCEDE CONTRACT DOCUMENTS

A separate bid form should be submitted for each scope of work being bid, in accordance with bid submission instructions

2. DAMAGES

Contractor shall immediately notify the Construction Manager of any damage that occurs to surrounding areas outside of the site.

3. DIRT CONTROL

At the end of each day, the Contractor shall clean up all mud or soil, which has been tracked onto adjacent streets. Sections of streets shall be cleaned and swept by the Contractor without delays (within 24 hours) when directed by Bulley & Andrews. The cost associated with dirt control shall be considered incidental to the cost of the contract.

4. DUST CONTROL

Construction operations shall be conducted in such a way as to minimize dust spreading onto adjacent properties. When requested by Bulley & Andrews water trucks shall be used for watering dust-generating areas. Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air or at least to the lowest level of air pollution practical for the conditions. Water source for this process must be coordinated through the Village of Oak Park Public Works.

Clean adjacent areas including walks and streets of all dust, dirt and debris caused by construction operations daily.

The cost associated with dust control shall be considered incidental to the cost of the contract.

5. EXISTING UTILITIES

The contractor shall familiarize himself with the location of all utilities and related structures that may be found in the vicinity of the construction. The contractor shall conduct his operations to avoid damage to the above-mentioned utilities or structures. Should any damage occur due to the contractor's negligence, repairs shall be made by the contractor at his expense in a manner that is acceptable to the authorities at these agencies.

6. CLARIFICATION

The above referenced conditions and items are considered incidental to the contract. All costs for such items shall be borne by the Contractor.

7. WORK HOURS

Hours of Construction

Per Village's Ordinance, the Contractor shall be required to confine the work activity between 7:00 A.M. - 7:00 P.M. Monday through Friday, 9:00 A.M. - 5:00 P.M. Saturdays. Work on Saturdays shall be coordinated and approved in writing by Bulley & Andrews at least 72 hours in advance. No work will be permitted on holidays without Bulley & Andrews approval. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

NOTICE TO BIDDERS

Sealed separate bids will be received by the Board of Education, Oak Park Elementary School District 97 (the "Board") for the following project:

**OAK PARK ELEMENTARY SCHOOL DISTRICT 97
HOLMES ELEMENTARY ADDITIONS & RENOVATIONS
508 NORTH KENILWORTH AVENUE
OAK PARK, IL 60302
&
2018 LIFE SAFETY WORK
VARIOUS LOCATIONS
OAK PARK, IL 60302**

HOLMES/ 2018 LIFE SAFETY BID GROUP 4 – General Trades and Landscaping.

Bids will be received until **2:00 p.m. prevailing time on Wednesday June 6, 2018** at the Oak Park Elementary School District 97 Administrative offices, **260 Madison Street, Oak Park, IL 60302**, and will be publicly opened and read at **2:15 p.m. prevailing time** on that date. Bids shall be submitted in an opaque sealed envelope clearly marked:

**Oak Park Elementary School District 97
260 Madison Street, Oak Park, IL 60302
Attention: Bulley & Andrews
Project: HOLMES ELEMENTARY ADDITIONS & RENOVATIONS &
2018 LIFE SAFETY WORK - BID PACKAGE 4**

Scope of work for Bid Package 4 generally includes, but is not limited to: General Trades and Landscaping.

All bids must be submitted in accordance with the bidding instructions contained in the Bidding Documents for the project. Bid security in the form of a bid bond in an amount equal to ten percent (10%) of the base bid amount shall be submitted with the bid. Should a bid bond be submitted, the bond shall be payable to the Board of Education, Oak Park Elementary School District 97, 260 Madison Street, Oak Park, IL 60302. All documents and information required by the bidding instructions contained in the Bidding Documents for the project shall be submitted with the bid. **Incomplete, late or non-conforming bids may not be accepted.**

No bids shall be withdrawn, cancelled or modified after the time for opening of bids without the Board's consent for a period of ninety (90) days after the scheduled time of bid opening.

The Bidding Documents for the project (which include the bidding instructions for the project and other related documents) will be available Wednesday May 16th, 2018 and may be purchased from Springer Blueprint Services – 1640 S. Western Ave. Chicago, IL 60643 – 773-238-6340. The Bidding Documents are available for viewing/download online without cost or purchase at the Bulley & Andrews, LLC FTP Site, <https://ftp.bulley.com>, username: Holmes, password: bulley1891.

The Board reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to make an award that in the Board's sole opinion is in the best interest of the District.

The site will be available for visits by appointment to be coordinated with Bulley & Andrews, LLC. Interested parties may inspect the existing conditions. Schedule an appointment with Jason Stonchus of Bulley & Andrews in advance if you wish to visit the sites.

All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all Contractors working on public works. If during the time period of work, the prevailing wage rates change, the contractor shall be responsible for additional costs without any change to the contract amount. All bidders must comply with the Illinois Statutory requirements regarding labor, including Equal Employment Opportunity Laws.

For additional information on the project, contact Jason Stonchus of Bulley & Andrews, LLC at jstonchus@bulley.com or 773-645-2024.

Dated: 05/16/2018
**Jason Stonchus
Bulley & Andrews, LLC**