

**LISLE TOWNSHIP
CONTRACT FOR
LISLE TOWNSHIP ASSESSOR'S BUILDING
DEMOLITION
INVITATION FOR BIDDERS' PROPOSALS**

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as the Demolition of an approximate 8,200 square foot, two-story commercial office building and associated improvements, approximately 150 linear feet of underground utilities of various sizes (up to 10" diam.), relocation of electrical service, excavation, grading, tree removal, and restoration of all affected work areas at 4721 Indiana Avenue in the Village of Lisle, Illinois.

The brief scope of Work as illustrated in Demolition Plan Drawings includes:

- Disconnection of all utility service to the building;
- Removal of utility service lines leading to the building;
- Removal of exterior landscaping, pavement, fencing, and other appurtenances;
- Complete removal of the Assessor's Office building and foundation;
- Disconnection, relocation, and restoration of electrical service to a utility transformer outside the building;
- Excavation, grading, and restoration of vegetation within the Work area.
- Compliance with the Illinois Prevailing Wage Act.

The Work shall be performed at the following location, referred to as the Work Site: 4721 Indiana Avenue in the Village of Lisle, Illinois.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Demolition Plan Drawings;
- (2) Demolition Technical Specifications;
- (3) Invitation for Bidder's Proposals;
- (4) General Instructions to Bidders;
- (5) Special Instructions to Bidders, if any;
- (6) Addenda, if issued;
- (7) Bidder's Proposal;
- (8) Bidder's Sworn Acknowledgment;
- (9) Bidder's Sworn Work History Statement;
- ~~(10) Form of Bid Bond;~~
- ~~(14)~~(10) Other Information Submitted by Bidder, if requested;
- ~~(12)~~(11) Notice of Award; and
- ~~(13)~~(12) Contract, including all of its Specifications, Drawings and Special Project Requirements, Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package will be available on www.lisletownship.com and hardcopy plans may be obtained from the office of the Supervisor, located at 4711 Indiana Ave, Lisle, for a fee of \$25. Beginning on July 12, 2019, bidders may call the office, make a request for a hardcopy, and will be provided the time that the drawings will be printed and made available, generally within one business day of the call. One (1) complete, full-size set of the Project Drawings, may be purchased for \$25.00 cash or a check made payable to Lisle Township.

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Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Pre-Bid Meeting**

A non-mandatory, pre-bid meeting will be held at 4721 Indiana Avenue at 9 AM, on the 16th Day of July 2019.

6. **Bid Questions and Responses**

Owner will receive Bidder's questions regarding the Work until 10 o'clock, a.m., local time, on July 19, 2019. All questions shall be addressed to:

Mr. Christopher Erwin, Patrick Engineering Inc.
cerwin@patrickco.com
630-795-7226

Responses shall be issued to all Bidders by 4 o'clock, p.m., local time, on July 23, 2019.

7. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 3 o'clock, p.m., local time, on August 9, 2019 at the office of Lisle Township Supervisor, 4711 Indiana Ave, Lisle, IL 60532 at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

8. **Bonds and Insurance**

A. **Performance and Payment Bonds.** The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by Owner in the Bid Package, from a surety company meeting the requirements set forth above. **Each Bidder's Proposal must be accompanied by a letter from such a surety company** stating that it will execute Bonds, on forms provided by Owner in the Bid Package, upon award of the Contract to Bidder.

B. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. **Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent** certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

9. **Projected Schedule**

Below is the projected schedule for the submission of Bidder's Proposal and completion of the Work. It is subject to adjustment by Addendum and the final Contract.

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	Bid Milestone	Date
A.	RFP Available	7/12/2019
B.	Pre-bid Meeting (Non-Mandatory):	7/16/2019
C.	Bidder Questions Due:	7/19/2019
D.	Responses to Questions Sent	7/23/2019
E.	Bid Opening:	8/9/2019
F.	Tentative Date of Board Approval of Bids:	8/14/2019
G.	Tentative Commencement of Work:	8/26/2019
H.	Contract Completion Date:	11/30/2019

DATED July 10, 2019

By:

**LISLE TOWNSHIP
Mary Jo Mullen
Township Supervisor**

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1. **Interpretation of Documents Included in Bid Package**

- A. **Defined Terms.** All terms capitalized in these General Instructions to Bidders and in the other documents included in this Bid Package are defined in the documents included in this Bid Package and shall have such defined meanings wherever used.
- B. **Implied Terms.** If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. **Information Provided by Owner.** When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.
- D. **Addenda.** No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate and untimely inquiries.

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2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

To the extent that the Prevailing Wage Act applies, every Contractor and Subcontractor shall 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 Township. Any 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 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 being performed under this Agreement. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

8. The Contractor shall submit certified pay records upon the completion of the work. The certified pay records shall be in the form required by the Prevailing Wage Act and shall include at least the following:

The certified payroll shall include each worker's name, address, telephone number when available, social security number, classification or classifications, and occupation of all laborers, workers and mechanics employed by them, in connection with the project. The records shall also show the actual hourly wages paid in each pay period, to each employee and the number of hours worked each day, and in each work week by each employee. While participating on public works, each contractor's payroll records shall include the starting and ending times of work each day; and for each employee.

The Contractor shall submit no later than the 10th day of the month for the immediately preceding month, in person, by mail, or electronically a certified

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payroll to the Township. The certified payroll shall consist of a complete copy of the records identified above. The certified payroll shall be accompanied by a statement signed by the Contractor (or subcontractor) which avers that: (i) he or she has examined the certified payroll records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) the Contractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

The records required to be had and kept by Contractor pursuant to the Prevailing Wage Act shall be retained by Contractor for a period of not less than three (3) years from the date of the last payment on the Contract. Upon 7 business days' notice, the Contractor (and each subcontractor) shall make available for inspection and copying at a location within Illinois during reasonable hours, the records identified in paragraph 820 ILCS 130/5(a)(1) to the Township and its officers and agents, the Director of the Illinois Department of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

Contractor shall incorporate the provisions of this Agreement, including but not limited to insurance, indemnification and the Prevailing Wage Act, into any subcontract which it enters into (or for any other work it engages) relative to this project.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder. Lisle Township is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Township is exempt from the Federal Excise and Transportation Tax.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

Owner will review all permit applications prior to submittal. Owner's review will be completed within three (3) days of receipt of permit application forms.

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6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be printed out from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall print out, complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal ~~the Bid Security~~ and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the

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corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

- B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.
8. **Submission of Bidder's Proposal**
One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidders' Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

9. **Withdrawal of Bidder's Proposal**
Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided

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that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

10. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract to the lowest responsive and responsible Bidder. Lowest will be determined by the Owner using the base bid, the base bid and any alternates, or any combination or selection of any of the above. A "Responsible Bidder" shall be determined by a review of the available evidence that the bidder has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time. The following criteria may be considered:

- 1) The ability, capacity, and skill of the bidder to perform the service required within the specified time.
- 2) The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- 3) The certifications and qualifications needed to perform all aspects of the scope of work by contractor or subcontractors.
- 4) The quality of performance of previous contracts.
- 5) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts, the bidder's employment practices, and compliance with ADA requirements.
- 6) The sufficiency of the financial resources and ability of the bidder to perform the contracts.
- 7) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- 8) The number and scope of conditions attached to the bid.
- 9) Such other information as may be secured by the Township having a bearing on the decision to make an award.

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the

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Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

11. **Disqualification of Bidders**

- A. **More Than One Bidder's Proposal**. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.
- B. **Collusion**. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.
- C. **Default**. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

12. **Award of Contract**

- A. **Reservation of Rights**. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.
- B. **Firm Offers**. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder.

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- D. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.
13. **Notice of Award; Effective Date of Award**
If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.
14. **Closing of Contract**
- A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").
- B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds and all certificates and policies of insurance (see Contract, Article IV) dated as of the Closing Date ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

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- C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its Surety Company or companies. The successful Bidder or its agent shall be present at the Closing.
15. **Failure to Close**
- A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.
16. **Payment**
- A. Prompt Payment Act. Lisle Township intends to comply with the Local Government Prompt Payment Act. The awarded vendor will be paid upon submission of invoices.
- B. Invoicing. At the end of each calendar month, the Contractor shall submit to the Township a sworn statement of the value of work completed to date, and an invoice summarizing the charges for that period.
- C. Partial payments. For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications.
- D. Final payment. For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Township and their engineer.

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1. All Bid Packages must be obtained directly from Owner. Bidder's Proposals submitted from Bidders that do not have a record of obtaining a Bid Package directly from the Owner will not be accepted.
2. The Owner reserves the right to delete portions of the Work from the Contract should the low Bidder's Proposal exceed the Township budget for the Lisle Township Assessor's Building Demolition. In the event Work is deleted from the Contract, the Contractor shall continue to honor the Contract Unit Prices.
3. Legal Compliance. The contractor awarded this work will comply with all Federal, State, County, and Township laws, ordinances, rules and regulations, which in any manner affect the product or service placed for proposal herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the Township becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded contractor, it reserves the right to reject any proposal, cancel any contract, and pursue any other legal remedies deemed necessary.
4. Legal Requirements. This contract sets forth the entire final agreement between Lisle Township and the contractor and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Dupage County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
5. Safety. Prevention of accidents at any project is the sole responsibility of the awarded contractor and its subcontractors, agents, and employees. The awarded contractor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of it subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded contractor.
6. Criminal Background Check. When necessary for the protection of citizens and/or Township staff, the Township may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with Township facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the Township of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the Township's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or Township staff/resident's personal security, or is otherwise job related (as determined by the Township) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

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7. Control of the Work. With respect to the awarded vendor's own work, the Township shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The Township shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The Township shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
8. EEO Requirement. Each firm shall be required to be in compliance with Equal Employment Opportunity and Affirmative Action Laws. All subcontractors shall also be required to comply with the same EEO laws.
9. Restrictive or Ambiguous Specifications. It is the responsibility of the contractor to review the request for proposals specifications and to notify the Code Official if the specifications are formulated in a manner that would unnecessarily restrict competition.
10. Exceptions. Any deviations from these specifications shall be noted and submitted with the proposal. Failure to address deviations from specifications may result in proposal rejection.
11. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Township, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Township against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the Township pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves, as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960

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and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the Township for its own negligence.

12. Officers. Each contractor affirms, by submission of a response to this request for proposals, that no officer of Lisle Township, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.
13. Non-Waiver. The failure by the Township to require performance of any provision shall not affect the Township's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
14. Lisle Township reserves the right to accept or reject any and all proposals and to waive technicalities in submitted proposals.

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BIDDER'S PROPOSAL**

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Lisle Township ("Owner")
c/o
4711 Indiana Ave
Lisle, Illinois 60532

Attention: Mary Jo Mullen

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal (if none, write "NONE") ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package:

(1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Demolition of an approximate 8,200 square foot, two-story commercial office building and associated improvements, approximately 150 linear feet of underground utilities of various sizes (up to 10" diam.), relocation of electrical service, excavation, grading, tree removal, and restoration of all affected work areas at 4721 Indiana Avenue in the Village of Lisle, Illinois;

(2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package;

(3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package;

(4) to pay all applicable federal, state and local taxes;

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(5) to do all other things required of Contractor by the Contract; and

(6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

1. Price Proposal.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Bid - Schedule of Prices					
Item #	Unit Price Item Description	Unit	Quantity	Unit Price	Extension
	UTILITY DEMOLITION	L.S.	1		
	BUILDING DEMOLITION	L.S.	1		
	SITE EXTERIOR FEATURES DEMOLITION	L.S.	1		
	ELECTRICAL UTILITY DEMOLITION / RELOCATION	L.S.	1		
	EARTHWORK	L.S.	1		
	RESTORATION	L.S.	1		
Total Contract Price					

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TOTAL CONTRACT PRICE (the sum of the extensions for the Unit Price Items):

_____ Dollars and _____ cents
(in writing) (in writing)

_____ Dollars and _____ cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices;
4. All costs, royalties, and fees arising from use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices; and
5. All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

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LISLE TOWNSHIP ASSESSOR'S BUILDING
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- A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.
- D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Subcontractors**

The Bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested. The awarded Bidder may not subcontract any portion of the contract after award without written consent of Owner. When subcontractors are used, the awarded Bidder is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount ~~of the Bid Security or~~ ten percent of Bidder's Price Proposal, ~~whichever is greater,~~ or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal

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and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 20_____.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**LISLE TOWNSHIP
 CONTRACT FOR
 LISLE TOWNSHIP ASSESSOR'S BUILDING
 DEMOLITION
 BIDDER'S SWORN ACKNOWLEDGEMENT**

_____ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of:

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**LISLE TOWNSHIP
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 BIDDER'S SWORN ACKNOWLEDGEMENT**

3. Individual

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows:

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and Entity Type)</u>	<u>ADDRESS</u>
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2 or 3 above, as applicable.]

DATED this _____ day of _____, 20_____.

Attest/Witness: _____ Bidder

By: _____ By: _____

Title: _____ Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

Subscribed and Sworn to before me this _____ day of _____, 20_____.

My Commission expires _____.

 Notary Public SEAL

**LISLE TOWNSHIP
CONTRACT FOR
LISLE TOWNSHIP ASSESSOR'S BUILDING
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BIDDER'S SWORN WORK HISTORY STATEMENT**

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business:

2. Composition of Work

During the past three years, Bidder's work has consisted of:

_____ % Federal _____ % as Contractor _____ % Bidder's Forces

_____ % Other Public _____ % as Subcontractor _____ % Subcontractors

_____ % Private _____ % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business:

_____ years.

**LISLE TOWNSHIP
 CONTRACT FOR
 LISLE TOWNSHIP ASSESSOR'S BUILDING
 DEMOLITION
 BIDDER'S SWORN WORK HISTORY STATEMENT**

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List 3 projects most comparable to the Work completed by Bidder, or its predecessors, in the past 5 years. Representative project information should include size, type, and scope of building removal, utility service disconnection and removal, and electric utility removal and relocation.

	<u>PROJECT 1</u>	<u>PROJECT 2</u>	<u>PROJECT 3</u>
Owner Address	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
Contractor (If Bidder was Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

**LISLE TOWNSHIP
CONTRACT FOR
LISLE TOWNSHIP ASSESSOR'S BUILDING
DEMOLITION
BIDDER'S SWORN WORK HISTORY STATEMENT**

DATED this _____ day of _____, 20_____.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE
REQUIREMENTS**

Subscribed & Sworn to before me this _____ day of _____, 20_____.

My Commission expires _____.

Notary Public

SEAL

**LISLE TOWNSHIP
CONTRACT FOR
LISLE TOWNSHIP ASSESSOR'S BUILDING
DEMOLITION
NOTICE OF AWARD**

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: **SUCCESSFUL BIDDER**
ADDRESS OF
SUCCESSFUL
BIDDER
("Contractor")

FROM: Lisle Township
c/o Township Supervisor
4711 Indiana Ave
Lisle, Illinois 60532
("Owner")

On the _____ day of _____, 2019, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the _____ day of _____, 2019, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Demolition of an approximate 8,200 square foot, two-story commercial office building and associated improvements, approximately 150 linear feet of underground utilities of various sizes (up to 10" diam.), relocation of electrical service, excavation, grading, tree removal, and restoration of all affected work areas at 4721 Indiana Avenue in the Village of Lisle, Illinois; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at **TIME** on the **DATE** day of **MONTH, YEAR** at the above listed office of Owner at which time the Contract will be executed by Owner provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this _____ day of _____, 2019.

LISLE TOWNSHIP

By: _____
Mary Jo Mullen
Township Supervisor