



# VILLAGE OF WINTHROP HARBOR

## INVITATION TO BID VILLAGE HALL SLOPE ROOF REPLACEMENT 2023

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **BID OPENING TIME AND DATE: 10:00AM CST ON THURSDAY, MAY 11, 2023**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused*

**Bid Deposit/Bid Bond:** NO  
**Prevailing Wage:** YES  
**Performance Bond:** YES

RETURN BIDS TO:  
Village of Winthrop Harbor  
830 Sheridan Road  
Winthrop Harbor, IL 60096  
Attention: Julie Rittenhouse, Village Clerk

*Successful bidders will be requested to provide a Performance Bond covering all materials, procedures, and labor in the penal sum of 125% of the Contract price. The cost of the bond will be part of the contract sum. Contract bidding on this project must be qualified to be bonded to the full sum of the bid.*

*Bonding Company must meet the approval of the Owner.*

### ***BIDS SUBMITTED BY DASC SMILE OR EMAIL WILL NOT BE ACCEPTED***

**BID RESULTS:**  
Bid results may be obtained by telephone at 847-872-3846 x1010 or by email at [jrittenhouse@winthropharbor.com](mailto:jrittenhouse@winthropharbor.com)

## VILLAGE OF WINTHROP HARBOR, ILLINOIS – BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the full, delivered cost to the Village of Winthrop Harbor with no additions.
2. Total versus “Per Item” Awards. The Village generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the Village may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Prompt Payment Act. The Village of Winthrop Harbor intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: Village of Winthrop Harbor, 830 Sheridan Road, Winthrop Harbor, IL 60096
4. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the Village of Winthrop Harbor with a federal W-9 Request for Taxpayer Identification Number and Certification.
5. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid 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 Village becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
6. Legal Requirements. This contract sets forth the entire final agreement between the Village of Winthrop Harbor and the bidder and shall govern the respective duties and obligations of the parties. The laws of the State of Illinois shall govern the validity of this contract, and any disputes arising from the contract.
7. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, 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 its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
8. Criminal Background Check. When necessary for the protection of citizens and/or Village staff, the Village may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with Village 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 Village of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the Village’s discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or

Village's staff/resident's personal security, or is otherwise job related (as determined by the Village) 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.

9. Control of the Work. With respect to the awarded vendor's own work, the Village 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 Village 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 Village 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.
10. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.
11. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the Village as liquidated damages and not as a penalty.
12. Taxes. No charge will be allowed for taxes from which the Village of Winthrop Harbor, Illinois is exempt. The Village of Winthrop Harbor, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village is exempt from the Federal Excise and Transportation Tax.
13. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the Village may, at its discretion, suspend the bidder for a period of time up to three (3) years.
14. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the Superintendent of Public Works or his designee. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

15. Termination of Contract. The Village of Winthrop Harbor reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Winthrop Harbor Village Board does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the Village may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The Village may require payment of liquidated damages for non-performance.
16. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.
17. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.
18. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Superintendent of Public Works if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Superintendent of Public Works not less than seventy-two (72) hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.
19. Bid Protest. Firms wishing to protest bids or awards shall notify the Village Clerk in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Village Clerk will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.
20. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Superintendent of Public Works, or authorized representative shall be final and binding to all parties. The Superintendent of Public Works has the right to waive technicalities as they see fit.
21. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.
22. Acceptance/Rejection of Bids. The Village of Winthrop Harbor reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Winthrop Harbor Village Board not appropriating may not subcontract any portion of the contract after award without written consent of the Village of Winthrop Harbor.
23. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage

Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. This requirement does apply to owner/operators. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor’s responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

24. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly to the Village Clerk. Only paper copies of Certified Payroll reports will be accepted. The Village reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.
25. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the Village a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.
26. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor’s (or his subcontractor’s) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.
27. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Village, 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 Village 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 Village 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 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 City for its own negligence.

28. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the Village of Winthrop Harbor, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.
29. Non-Waiver. The failure by the Village to require performance of any provision shall not affect the Village'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.
30. Professional Services Selection Act. The Village of Winthrop Harbor intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.
31. The Village of Winthrop Harbor reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.
32. The Village of Winthrop Harbor strongly encourages the use of local, minority, and women owned businesses when considering subcontractors for Village bids or requests for proposals. You can find information on MBE/WBE businesses certified Northern Illinois Building Contractors Association [www.nibca.build](http://www.nibca.build).

## BID REQUIREMENTS FOR EQUAL EMPLOYEE OPPORTUNITY

All bidders seeking to do business with the Village of Winthrop Harbor are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the Village of Winthrop Harbor:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

**If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.**

**ANY BID WHICH FAILS TO INCLUDE THE VILLAGE OF WINTHROP HARBOR COMPLETED AND SIGNED EEO, WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.**

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our workforce are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the Village of Winthrop Harbor or counties of Lake, McHenry or Cook and owned in substantial part (at least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing  
This policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in  
our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.

**NOTE:**

This project is funded entirely through a grant awarded to the Village of Winthrop Harbor from the State of Illinois Department of Commerce.

Based on this grant, an overall 18% goal of approved Business Enterprise Program (BEP) must be met with 15% of the grant dollars going towards minority-owned business enterprises (MBE) and 3% of the grant dollars going toward woman-owned business enterprises (WBE or WMBE).

**\*\*\*ONLY CONTRACTORS, SUBCONTRACTORS/SUPPLIERS CERTIFIED THROUGH THE STATE OF ILLINOIS' CENTRAL MANAGEMENT SERVICES' (CMS) BUSINESS ENTERPRISE PROGRAM WILL COUNT TOWARD MEETING THE UTILIZATION GOALS FOR THE GRANT.**



**CONTRACTOR OR VENDOR WORKFORCE DATA FORM**

BIDDERS NAME: \_\_\_\_\_

**NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY –**

*(DO NOT USE: Check ✓ or X Marks or Bid Will Not Be Accepted)*

ALL JOB CLASSIFICATIONS	MALES					FEMALES				
	W	B	H	A	I	W	B	H	A	I

W – WHITE    B – BLACK    H – HISPANIC    A – ASIAN OR PACIFIC ISLANDER    I – AMERICAN INDIAN

**ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION**

Our Illinois Department of Human Rights Number is: \_\_\_\_\_

Must Provide Expiration Date: \_\_\_\_\_

**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_

Neither \_\_\_\_\_

**SUBCONTRACTOR/LEASED OPERATOR OF EQUIPMENT DETAIL FORM  
VILLAGE OF WINTHROP HARBOR**

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

<b>Subcontractor/Leased Operator Information</b> Please provide business name and address, and a contact person	<b>Type of Work Supplied</b> Describe the work the subcontractor/leased operator will perform for this contract	MBE/WBE	DOLLAR AMOUNT	SUBCONTRACTOR PERCENT OF BID TOTAL	
Name _____ Address _____ City / St _____ Contact _____		Y <input type="checkbox"/>	N <input type="checkbox"/>	\$ _____	%
Name _____ Address _____ City / St _____ Contact _____		Y <input type="checkbox"/>	N <input type="checkbox"/>	\$ _____	%
Name _____ Address _____ City / St _____ Contact _____		Y <input type="checkbox"/>	N <input type="checkbox"/>	\$ _____	%
Name _____ Address _____ City / St _____ Contact _____		Y <input type="checkbox"/>	N <input type="checkbox"/>	\$ _____	%
Name _____ Address _____ City / St _____ Contact _____		Y <input type="checkbox"/>	N <input type="checkbox"/>	\$ _____	%
Name _____ Address _____ City / St _____ Contact _____		Y <input type="checkbox"/>	N <input type="checkbox"/>	\$ _____	%

The bidder intends to procure \_\_\_\_\_% of the total contract from MBE/WBE firms

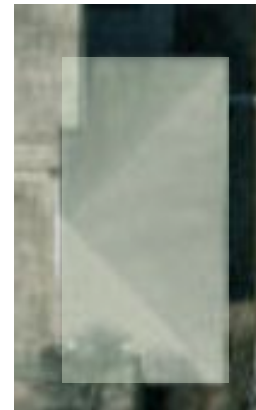
\_\_\_\_\_  
Signed Title Date / /



North Portion  
Fire Department



South & West Portion  
Administrative Offices  
& Police Department



East Portion  
Community  
Development  
Department

## VILLAGE HALL ROOF REPLACEMENT

### DESCRIPTION OF WORK:

- 1.0 This bid will be for installing a new roof on the sections of the roof that are described above of the Village Hall building. This roof shall consist of all the furnishings and installation of all roofing materials, insulation, fasteners, metalwork, and other materials deemed to be a part of the overall system as specified in the accompanying specifications. Work shall be completed in full accordance with these documents, except by prior written consent of the Village of Winthrop Harbor. All specifications necessary for the completion of the described roof area are contained within these documents.
- 2.0 GENERAL REQUIREMENTS
  - 2.1 Vendor Requirements. All workers shall be thoroughly experienced in the particular class of work in which they are employed. The Village of Winthrop Harbor reserves the right to dismiss any workers who do not have available the skill(s) necessary to properly complete any job they are so assigned.
  - 2.2 Evaluation of Bid. Each bid shall be evaluated to determine whether the proposed product or service complies with the specifications detailed in this document. If this evaluation determines that a bid does not comply with the specifications set forth in this invitation to bid, then that bid shall be eliminated from consideration.
  - 2.3 Basis of Award. The Village will award this contract to the lowest responsive and responsible bidder that is able to meet the requirements and criteria set forth in this document. A “responsive bidder” is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A “responsible bidder” is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality.
  - 2.4 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the Village with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Village as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Village. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Village. All vendor insurance carriers must maintain an A.M. Best rating of “A-” or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation. The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Village for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Village in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Village Clerk:

2.4.1 Commercial General Liability. The coverage available to the Village, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.4.2 Umbrella Liability. The coverage available to the Village, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.4.3 Automobile Coverage. The coverage available to the Village, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate

2.4.4 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

2.4.5 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the Village at least 30 days' prior written notice of cancellation and termination of the Village's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the Village with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Village as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming Village of Winthrop Harbor as additional insured prior to commencement of work by said subcontractor.

2.5 Contact. All questions regarding these specifications should be directed to Tim Neargarder, Superintendent of Public Works, at 847-872-5275 or [tneargarder@winthrop harbor.com](mailto:tneargarder@winthrop harbor.com)

2.6 Mandatory Pre-Bid Meeting. There will be a **MANDATORY** pre-bid meeting held for reviewing the job-site conditions, the specifications, and other pertinent information regarding the roof replacement project. The meeting will be held on Thursday, May 4, 2023 at 10:00am at Village Hall, 830 Sheridan Road, Winthrop Harbor, IL 60096.

*Bids will only be accepted from those vendors who attend this mandatory pre-bid meeting.*

- 2.7 Preconstruction Meeting. A preconstruction meeting will be conducted prior to the start of the project. The meeting shall be attended by the successful bidder, a representative of the Village, and the vendor's designated foreman. The condition of the building and grounds areas shall be recorded, and the vendor shall be responsible for the correction and/or repair of any damage to the facilities resulting from the related project.
- 2.8 Project Completion. The vendor shall be prepared to commence work within fifteen (15) days after the award of contract, or as soon as weather conditions permit, unless otherwise specified by the Village of Winthrop Harbor. Failure to begin the project in an expeditious manner may result in the cancellation of this contract. The vendor shall advise the Village of Winthrop Harbor in writing three (3) working days prior to the start date. Should the vendor be unable to meet the scheduled start date, the Village reserves the right to cancel all pending contracts with said vendor.
- 2.9 Additional Changes. Additional compensation for any labor or materials not clearly covered in the base bid will be allowed only when prior approval for such work is granted. Failure to receive such approval, in writing, shall indemnify the Village from any costs associated with such request.
- 2.10 Warranty. Vendor shall provide a two (2) year warranty on installation of roof. Manufacturer's material warranty shall also apply.
- 3.0 SPECIFIC REQUIREMENTS
- 3.1 Permits and Inspections. **Vendors are responsible to procure all required licenses and permits when and where applicable.** Direct cost of permits for Village of Winthrop Harbor projects will not be charged to vendor at time of acquiring permits from the Building Department. Vendor must state that the project is for the Village of Winthrop Harbor.
- 3.2 Site Conditions. Each bidder shall, prior to the submission of a bid, become familiar with the project site and make allowance for site conditions, including access, available storage, existing structures or work in progress. Further, the bidder will be responsible for verification of all underground utilities including, but not limited to, gas lines, telephone lines, sewers, water mains, etc.
- 3.3 General Responsibilities. It is the vendor's responsibility to have fully examined all factors relevant to the successful completion of the specified work. Further, the vendor shall inform the Village of any omissions, conflicts, discrepancies, or other problems external to these documents. The superintendent or foreman shall be on the jobsite at all times during working hours and in charge of all work. The superintendent or foreman shall enforce strict discipline among all workers in his charge.
- 3.4 Safety Requirements. The vendor shall comply with all applicable provisions, without limitation, of the Occupational Safety and Health Act of 1970 as amended. All local and state safety regulations shall be followed in addition, but not limited to, the following:
- 3.4.1 Proper clothing shall be worn at all times. Long-sleeved shirts, properly fitted pants without cuffs, and high-top shoes laced to the top will be considered to be standard dress. Hard hats shall be used when there are hazards above.

3.4.2 Set up area shall be on firm ground, reasonably level, and clear of wires and overhead obstruction. Locate all equipment away from areas where fumes and dust would enter fresh air intakes and/or windows.

3.4.3 Ladders must be properly tied at the top and firmly placed at the bottom. Side rails of same shall extend a minimum of three (3) feet above the rooftop. All ladders must be kept away from power lines and used exclusively for the transportation of persons. All ladders shall be anchored at the roofline to a permanent attachment or an object with a minimum weight of two hundred and fifty pounds.

3.4.4 Safety flags and/or perimeter lines shall be placed in any area where the distance from the rooftop to the ground exceeds six (6) feet. These flags are to be placed in all areas where work is in progress.

3.4.5 Fire extinguishers shall be present on the job site at all times. All extinguishers should be checked no less than once each month and serviced by qualified personnel on a yearly basis. There shall be one fire extinguisher present for each torch unit being used on the project. Said extinguisher will be located within twenty-five (25) feet of the torch being used. There will be at least one (1) serviceable, Type "C" minimum fifty (50) pound size extinguisher located at each kettle location.

3.4.6 Proper first aid kits will be located in the set up area of each job site. These kits shall contain the proper materials for the treatment of burns, fractures, etc. and shall be an approved kit.

3.5 Temporary Utilities. The Village of Winthrop Harbor shall, where readily available, provide existing utilities vital to the successful completion of this contract. The vendor will provide, at no additional cost, all utilities not provided by the Village of Winthrop Harbor. All temporary services and/or facilities provided for said project shall be immediately removed at the completion of the project.

3.6 General Behavior.

3.6.1 The vendor shall provide drinking water and sanitary facilities for the workers on this project. The Village of Winthrop Harbor will not be accountable for any portable sanitary facilities located on the job site. Access to the Village of Winthrop Harbor facilities will not be allowed during the progress of the project.

3.6.2 Absolutely no alcoholic beverages or drugs of any nature (except certain approved prescription medications) will be allowed on Village of Winthrop Harbor property at any time.

3.6.3 Any worker using abusive language or presenting an offensive appearance shall not be allowed to remain on the property after such discovery.

3.6.4 Radios and/or other sound devices will not be allowed on the job site without the consent of the Village of Winthrop Harbor.



3.6.5 The vendor will confine all equipment and storage of materials to areas which will allow the Village of Winthrop Harbor to maintain normal traffic and shall not unreasonably encumber the premises.

- 3.7 Access to Work Areas. The vendor shall permit only authorized personnel into the work areas including, but not limited to, the actual roof area. The foreman shall accept responsibility for identifying all persons seeking access to work areas and secure all such areas from non-authorized personnel. As directed, the foreman shall allow access to the work areas only to representatives approved by the Village of Winthrop Harbor. It is suggested that notification of this limited access policy be placed in a visible location so that enforcement of the policy is uniform.
- 3.8 Delivery of Materials. The delivery, storage, and protection of all materials shall be the responsibility of the vendor. All materials shall be new and free from defects with the manufacturer's label secure and legible. All materials shall be stored with as much precaution as possible against weather, vandalism, and theft. All roll goods should be stored on end and pallets should not be stacked. All rooftop storage should include the proper "loading" of materials to avoid any concentration of structure loading. When such materials are purchased directly by the vendor for said project, it shall be their obligation to replace all damaged or missing materials.
- 3.9 Cleanup of Jobsite. The vendor shall be responsible for maintaining all work areas in a neat and orderly manner. All ground areas shall be clean, neat, and orderly at the end of each day's work. All roof top areas shall be clean and materials properly stored at the end of each day's work. All waste receptacles shall be emptied at the end of each day's work, or properly secured so that entry to such container is restricted. Further, removal of all drippage of bitumen or adhesives from walls, windows, floors, and finished surfaces shall be the vendor's responsibility.
- 3.10 Final Inspection. A final inspection will be conducted by the vendor and a representative of the Village of Winthrop Harbor. Such inspection shall be conducted immediately after notification of completion by the vendor. All items noted during the final inspection shall be completed within seven (7) working days from the date of inspection. Working days are considered to be regular business days, excluding all holidays, Saturday and Sunday.
- 3.11 Phased Roofing. Phased roofing is not an acceptable procedure for this job. Any insulation or base layers laid in one day must be covered with the properly installed membrane that same day. Failure to do so may void any warranties and no guarantee will be issued for the roofing system. Rework and/or repair required as a result of violation of this provision shall be at the sole responsibility and expense of the Contractor.
- 3.12 Description of Work. Removal of existing shingle roofing to roof deck and install new approved asphalt shingles over the entire steep slope sections of the roof at Village Hall.

3.12.1 Inspect roof decking for damage. Contractor will make report to the Village any repairs to the roof decking that are structurally unsound prior to installation of the new roof. The Village will review and approve necessary repairs to roof prior to installation of new roof.

3.12.2 Install approved High Performance vapor barrier over entire roof deck.

3.12.3 Install Ice & Water Shield on gutters edge, valley's, chimneys, and other ice areas.

3.12.4 Install starter course allowing for 130 MPH wind rating

3.12.5 Install slant back roof vent or ridge vents depending on the need

3.12.6 Install approved asphalt shingle

3.12.7 Install flashing on all pipes, chimneys and areas needed

3.12.8 Initial 50 square feet of deck replacement shall be included in bid

3.12.9 The Village of Winthrop Harbor will be responsible for drain repairs **UNDER** the roof in the garage area.

### **ALTERNATE #1**

In lieu of asphalt shingle replacement on all steep slope (approximately 160+ square feet), please provide a bid for using approved metal roofing panels.

### **ALTERNATE #2**

In addition to the steep slope roof replacement, please provide a bid to repair the flat roof area of Village Hall. This bid should include but not limited to the following;

#### **4.0 FLAT ROOF REPAIR**

4.1 Clean all seams that are no longer secured and utilize a high quality commercial grade caulk to re-secure seams

4.2 Inspect and repair all flashing on flat roof as needed. Including but not limited to all perimeter flashings, as well as the flashings on the roof top HVAC equipment and all vertical penetrations.

4.3 Inspect and identify all leaks and penetrations. Contractor will make report to the Village any repairs to the flat roof that are structurally unsound or leaking prior to installation of the new roof. The Village will review and approve necessary repairs to roof prior to installation of new roof.

4.4 Warranty. Vendor shall provide a two (2) year warranty on the repairs to the flat roof. Manufacturer's material warranty shall also apply.

