



MANAGER'S MEMO ITEM

ITEM: Village Hall Roof Section Replacements

WORKSHOP DATE: March 8, 2005

PREPARED BY: Michael Baker, Assistant Village Manager
Dann Fitzpatrick, Building Services Manager

BID AMOUNT: \$23,500.00 **ACCOUNT:** 220.142.0000.5430

BUDGET AMOUNT: \$36,000.00

PURPOSE: To authorize approval of a bid for replacement of roof sections on the Village Hall facility at 801 Burlington Avenue to Roofs, Inc. in the amount of \$23,500.

BACKGROUND:

The Village Hall roof structure has nine separate sections. This bid seeks to replace two areas of the roof which have significant leakage problems. These are the older sections and have deteriorated to a point where replacement is strongly recommended.

The bid packet was made available on the Village's website and the bidders listed below responded with pricing as follows:

1	Roofs, Inc.	\$23,500.00
2	CSR roofing	\$42,580.00
3	Knickerbockers roofing	\$48,900.00
4	Riddiford roofing	\$65,987.00
5	Clark roofing	\$62,650.00
6	J.L. Adler roofing	\$67,800.00

The Building Services Manager contacted the low bidder to ensure that the bid submitted was sufficient to cover the scope of the project. Roofs, Inc. indicated that the bid was accurate. Staff believes that the significant disparity in pricing is due to a couple of factors: Roofs, Inc. has performed the stress relief cuts on the Village Hall roof last year, has familiarity with this facility, and has a solid understanding of the equipment and labor needed to complete the project, and 2) Roofs, Inc.'s desire to submit an extremely competitively bid in order to ensure that they were awarded the project.

The Village has experienced no problems in working with Roofs, Inc. in the past. Roofs Inc. has been involved in roof projects with the Village for over 25 years.

ATTACHMENTS:

Bid documents submitted by Roofs, Inc.
Capital Project sheet for FY2004-05

STAFF RECOMMENDATION:

Staff recommends that the Village Council authorize award of the bid to Roofs, Inc. in the amount of \$23,500.

REQUESTED COURSE OF ACTION:

Place on Consent Agenda for March 15, 2005.

Copy



REQUEST FOR PROPOSAL

Project Name: Roof Replacement Village Hall

Name of Proposing Company: Roofs, Inc.

Proposal No.: 001-001-002

Proposal Due: Wednesday, January 26, 2005 at 10:00 a.m.

Pre-Proposal Conference: None

Required of All Proposers: **Required of Awarded Contractor:**

Deposit: None Performance Bond/Letter of **Credit: Required**

110% of Contract Award

Letter of Capability of Acquiring of

Certificate of Insurance: **Required**

Performance Bond: **Required**

Legal Advertisement Published: Wednesday, January 12, 2005

Date Issued: January 12, 2005

This document comprises 21 pages.

Return **original and two duplicate copies** of proposal in a **Sealed envelope** marked with the Proposal Number as noted above to:

Theresa H. Tarka, Purchasing Assistant

Village of Downers Grove

801 Burlington Ave.

Downers Grove, Illinois 60515

630/434-5530

Monday – Friday 8 a.m. to 5 p.m.

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and 2 copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to January 26, 2005 at 10:00 a.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential bidder.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of sixty (60) calendar days from the date set for the proposal opening, unless otherwise specified.

4. DELIVERY

- 4.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

5. TAX EXEMPTION

- 5.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

6. RESERVED RIGHTS

- 6.1 The Village of Downers Grove reserves the right to waive irregularities and informalities and to accept any Proposal and to reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

7. VILLAGE ORDINANCES

- 7.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

8. USE OF VILLAGE'S NAME

- 8.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

9. SPECIAL HANDLING

- 9.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
- 12.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 12.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 12.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 12.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other

sources when necessary to fulfill its obligations thereunder.

- 12.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.
(Filed February 6, 1981, Effective February 9, 1981.)
- 12.9 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

13. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 13.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 13.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 13.3 Providing a copy of the statement required by subparagraph 13.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 13.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 13.1 above from an employee or otherwise receiving actual notice of such conviction.
- 13.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 13.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 13.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PREVAILING WAGE ACT

- 14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.
- 14.3 If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

15. INSURANCE REQUIREMENTS

15.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to 15.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

15.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"

15.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

15.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.

15.5 Comprehensive General Liability, Employers Liability and Commercial Automobile

Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

- 15.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 15.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.
- 15.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 15.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 15.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.11 Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? yes

INSURER'S NAME Roofs, Inc.

AGENT Weible/Cahill, LLC.

Street Address 2300 Cabot Drive, Suite 100

City, State, Zip Code Lisle, IL 60532

Telephone Number (630) - 245-4600

PROPOSER'S CERTIFICATION

Proposer, Roofs, Inc., hereby certifies that
(Name of Proposer)

it is not barred from bidding on the contract for:

Roof Replacement - Village Hall
(Description of Contract)

as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of the Illinois Compiled Statutes.

Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Joseph B. McDonald*
Proposer's Authorized Agent

3 6 - 2 8 7 4 7 5 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
this _____
NAME

Subscribed and sworn to before me
25 day of January, ~~20~~ 2005

Social Security Number

Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Supplier is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Roofs, Inc., and the full names of its Officers are as follows:

President: Joseph B. McDevitt
Secretary: Joseph B. McDevitt
Treasurer: Joseph B. McDevitt

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of:

_____ which name is registered with the
office of _____ in the state of _____

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is _____

and if operating under a trade name, said trade name is _____

registered with the office of _____ which name is

in the state of _____.

16. COPYRIGHT/PATENT INFRINGEMENT

16.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

17. SUBLETTING OF CONTRACT

17.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from his obligation or change the terms of the contract.

18. TERM OF CONTRACT

18.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds
(WAIVER THIS SECTION)

19. TERMINATION OF CONTRACT

19.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.

19.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer 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 that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

20. DELIVERIES

20.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated

location, Downers Grove, Illinois.

21. BILLING & PAYMENT PROCEDURES

- 21.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village of Downers Grove payment schedule. The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 21.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 21.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 The Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

24.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

25.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s') failure to perform its work in accordance with contract documents.

26. GOVERNING LAW

26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

31. SEVERABILITY OF INVALID PROVISIONS

31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Mr. Riccardo Ginex
Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

Name of Contact Joseph B. McDevitt
Name of Firm/Business Roofs, Inc.
Street Address 8722 W. 47th Street
City, State, Zip Lyons, IL 60534

III. DETAIL SPECIFICATION

Technical Specifications For Roof Replacements at Village Hall

The Village of Downers Grove is seeking a roofing contractor to remove and replace the roof Sections at the Village Hall. The building is located at 801 Burlington Ave. Downers Grove.

Proposer to be responsible for the following

I. Roof preparations for Sections "A,B approx. 6,000 sq.ft. 650 ft perm."

Remove and dispose of gravel, existing copings, flashings, field membrane and top layer of roof insulation. Install new roof insulation 2" min. thick R-12, with tapered insulation as needed to insure proper drainage.

II. Roof Installation

Install new John Manville sr-80 80mil reinforced white PVC membrane roof system. All roofs are to be installed per manufacturer's mechanical fastening recommendations. Installed membrane to have manufacturer's No Dollar Limit labor and material 20-year guarantee.

III. Also required:

1. Removal and proper disposal of gravel ballast, flashings, copings and field membrane
2. All new roof flashings at perimeters and all penetrations
3. New scupper sleeves fabricated from PVC coated metal
4. New flashing boots installed on all flue hoods
5. A clean and safe environment is to be maintained at all times
6. New downspouts where applicable.
7. Roof must be installed and inspected Before May 1, 2005

IV. Project Material Requirements:

1. Material to be 80 mil thick PVC manufactured by the JOHNS MANVILLE Company or equivalent.
2. Installed membrane to have manufacturer's No Dollar Limit labor and material 20-year guarantee.
3. Project to have payment and performance bond equal to 110% of contract amount.

4. Bond to be provided by surety company with A.M. Best rating of A+ 15

V. Contractor Performance Requirements:

1. Must have a minimum of 10 years experience working and installing PVC roofing.
2. Must be able to provide 5 projects of similar size and scope that are at least 5 years old, with reference info.
3. Must provide written certification from the JOHNS MANVILLE Company that they are authorized to install the specific product.
4. Roof must be installed and inspected before May 1, 2005.

VI. Roofing Membrane Manufacturer Requirements:

1. Submit written certification that the primary roofing manufacturer and its parent company are not in bankruptcy or have not been in bankruptcy in the last five years.
2. Manufacturer of the Roofing System shall issue an NDL Roofing System Guarantee covering material and roofing system installation. Manufacturer must show financial ability to cover said guarantee.

VII. Appointments & Questions

1. Appointments to view and inspect current roofing are required. Please contact Dann Fitzpatrick at 630-434-5551 (M-F) 8:00-5:00 p.m.
2. All other questions shall be directed to Theresa H. Tarka, Purchasing Dept. (630) 434-5530 or (630) 434-5571 Fax.

IV. BID CONTRACT FORM
Roof Replacement Village Hall

Roof Replacement Total Cost \$ 23,500.00



www.dow January 15, 2005

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JAN 17 2005
ROOFS, INC

Governor's Hometown Award

2003 WINNER

ADDENDUM 001
Roof Replacement
001-001-02

COMMUNITY RESPONSE
CENTER
630.434.CALL (2255)

Correction to Page 3 of the RFP for Roof Replacement

CIVIC CENTER

801 Burlington Avenue
Downers Grove
Illinois 60515-4776

Item 1.1 Proposals are due on Wednesday, January 26, 2005 at 10:00 a.m.

630.434.5500

Please replace page 3 with the following page enclosed.

TDD 630.434.5571

Please include this page with your original bid documents

FAX 630.434.5571

Joseph B. McDevitt, Roofs, Inc.

FIRE DEPARTMENT

ADMINISTRATION 1/25/05

6701 Main Street

Downers Grove Date

Illinois 60516-3426

630.434.5980

FAX 630.434.5998

Name & Company

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka

Purchasing Assistant

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4074

630.434.5460

FAX 630.434.5495

DEPARTMENT OF

SOCIAL AND HEALTH SERVICES

842 Curtiss Street

Downers Grove

Illinois 60515-4761

630.434.5595

FAX 630.434.5599



January 18, 2005

www.downers.us

Governor's Hometown Award

2003 WINNER

**COMMUNITY RESPONSE
CENTER**

630.434.CALL (2255)

ADDENDUM 002

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4776

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

Roof Replacement 001-001

Please waiver page 11 Item # 15.9

Please return this page with your original bid documents.

**FIRE DEPARTMENT
ADMINISTRATION**

6701 Main Street

Downers Grove

Illinois 60516-3426

630.434.5980

FAX 630.434.5998

Joseph B. McDevitt
Name Joseph B. McDevitt

Roofs, Inc.
Company

Sincerely,

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Village of Downers Grove

Theresa H. Tarka
Theresa H. Tarka

PUBLIC WORKS

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5101 Walnut Avenue

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JAN 20 2005

ROOFS, INC

CAPITAL PROJECT REQUEST FORM

Proj. #:

Proj. Title/Location: **Village Hall Roof Replacements**

Submitted By: **Dann Fitzpatrick** Dept.: **Building Services**

Fund #: **220** Prog. #: **142** Project Type: New Infrastructure/Expansion
 Replacement Maintenance

Factor: **1** **2** **3** **4** **5** **6** **Overall**
 Priority Ranking:

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Description	FY04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	Future Yrs	TOTAL
Professional Services: Preliminary							-
Professional Services: Design							-
Professional Services: Construction							-
Land Acquisition							-
Construction	36,000	35,000	30,000				101,000
Equipment							-
Other/Miscellaneous							-
TOTAL COST	36,000	35,000	30,000	-	-		101,000

Funding Source	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	Future Yrs	TOTAL
220-Capital Improvements Fund ▼	36,000	35,000	30,000				101,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	36,000	35,000	30,000	-	-		101,000

1. Briefly describe and provide justification for this Capital Project Request.

The Village Hall has 9 sections of roofing. The above sections are the oldest and are ballasted Trocal roofs. This is a plastic material that with age becomes brittle and leaks develop. The roofs have had stress relief cutting over the last few years. This has bought some time but they are in need of replacement. These sections were installed between 1987 and 1989 warranties were only for 5 or 10 years at that time.

2. Describe the project status and completed work.

NA

3. Describe any anticipated grants related to the project.

NA

4. What impact will the project have on annual operating expenses? Please quantify and describe.

Projected Operating Expenses	FY04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	Future Yrs	TOTAL
NA							

Map and/or pictures of Project/Project Area:

