

INVITATION TO BID

BUILDING #9 ASBESTOS ABATEMENT

SAVANNA DEPOT INDUSTRY & TECHNOLOGY PARK

1. INVITATION TO BID

True North Consultants, Inc. on behalf of the Jo-Carroll Local Redevelopment Authority (LRA) invites sealed Bids from qualified contractors to provide all labor, equipment, materials and supplies necessary for the abatement of asbestos-containing materials associated with Building #9 of the Savanna Depot Industry & Technology Park located in Savanna, Illinois.

All bids shall be addressed and delivered to the Owner:

Ms. Mara Sutton
Jo-Carroll Local Redevelopment Authority
3651 Crim Drive
Savanna, IL 61074

Any technical questions regarding this bid shall be directed to the Owner's Representative:

Mr. Mike Brennan
True North Consultants, Inc.
27475 Ferry Road
Warrenville, IL 60555
E-MAIL: mbrennan@consulttruenorth.com

2. BID PACKAGE

The Bid Package will consist of the following documents, all of which are by this reference made an integral part of this Invitation to Bid as though fully set forth herein:

- A. Invitation to Bid;
- B. Addenda, if issued;
- C. Bid Proposal;
- D. Scope of Work;
- E. Project Specifications;
- F. Contract, including all of its Attachments, Forms, and Appendices

3. BID EXAMINATION & PRE-BID CONFERENCE

Bidders shall attend a MANDATORY Pre-Bid Meeting will be held at 11:00AM, local time, December 16, 2008 at the Jo-Carroll LRA Administrative Office located at 3651 Crim Drive, Savanna, IL 61074. Digital copies of contract documents will be provided to Contractors by the Owner's Representative at the time of the walkthrough.

Access to buildings and work areas will be provided during and immediately following the Pre-Bid Meeting. No bids will be accepted from any Contractor who has not inspected the job site either in person or through a qualified designated representative.

4. BID DEADLINE

Sealed bids will be received by the Owner at the noted address until 3:00 p.m., local time, December 23, 2008, at the Owner's office listed above at which time and place all bids will be publicly opened and read aloud. The bid is anticipated to be awarded on or prior to January 21, 2008.

5. BID REJECTION

The Building Owner/Management reserves the right to reject bids for any reason that serves the best interests of the Owner. The Owner also reserves the right to waive any technicality or irregularity in a bid. Failure to submit requested information/ documentation or the submission of incorrect information/ documentation may result in automatic disqualification of the bid package.

6. ALTERATIONS OF SCOPE OF WORK

The Owner reserves the right to alter the scope of work, as presented in the attached specification, at the Owner's discretion. Any modifications to the Scope of Work will be submitted in writing to bidding Contractors via Addendum prior to bid award. Bids shall be evaluated based on the total base bid cost, which shall be defined as the addition of all costs associated with the specified work.

7. BIDDERS RESPONSIBILITIES FOR WORK AND SITE CONDITIONS

By submitting a bid, the Contractor acknowledges that he has investigated and satisfied himself as to: (a) the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and disposal of materials, presence of water electric or other utilities that may otherwise affect performance of required activities; (b) the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, as well as information presented in the specifications included with this contract. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

8. BID BONDS, SECURITY AND INSURANCE

A. Bid security will be required in the form of a certified check or satisfactory bid bond in the amount of 10% of the Base Bid made payable to the Owner as a guarantee that, if the

bid is accepted, the bidder will execute and file the contract, performance/payment bonds and insurance certification, as required by the contract documents within ten (10) days of Notice of Award. The Contractor shall pay the cost of premiums for said bonds.

- B. The Bidder to whom the Contract is awarded shall be required to furnish a Performance Bond or an Irrevocable Letter of Credit acceptable to the Owner for 100% of the Contract Price, in accordance with the requirements of the Contract Documents.
- C. The successful bidder shall be required to furnish insurance certificates listing Jo-Carroll LRA and their agents as additionally insured. The Contractor shall indemnify the Owner and their agents and employees against any and all claims, damages, losses and expenses including attorney's fees arising out of or which may arise from damages to persons or property due to the negligence of the Contractor, Contractor's employees, or agents, during said work activities and until the work has been finally accepted as complete by the Owner.
- D. If the Owner permits the Contractor to use any of the Owner's equipment, tools or facilities, such use will be gratuitous and the Contractor shall release the Owner from any responsibility arising from claims for personal injuries, including death arising out of the use of such equipment, tools, facilities irrespective of the condition thereof or any negligence on the part of the Owner in permitting their use.

9. INTERPRETATION OF CONTRACT DOCUMENTS

Should a Bidder find discrepancies in the plans and/or specifications, or should the Bidder be in doubt as to the meaning of any part thereof, the bidder must request a clarification from the Owner's Representative. Discrepancies with regard to conflicts between the Contract Documents and applicable Federal, State, or Local regulations or requirements shall be included herein. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the Contract Documents by the Owner. Any interpretation of contract documents shall only be made by Addendum duly issued. A copy of each submitted Addendum will be delivered to each Bidder of record no later than 2 days prior to the bid due date. All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. The Bidder shall acknowledge the receipt of all addenda, by including one signed copy of each acknowledgment sheet with the bid.

10. SUBMISSION OF BIDS

One original of each Bid, properly signed, together with originals of 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 Bid. All Bid Proposals received after the time for the bid due date specified in the Invitation for Bid will be returned unopened.

Each sealed envelope or package containing a Bid 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.

11. WITHDRAWAL OF BIDS

Withdrawal or modifications to bids are effective only if written notice thereof is filed prior to time of bid opening and at the place specified in the Notice to Bidders. A notice of withdrawal or modifications to a bid must be signed by the Contractor or his designated representative.

No withdrawal or modifications shall be accepted after the bid due date without the consent of the Owner.

12. METHOD OF BID

- A. Bids shall be made on a stipulated lump sum basis for the entire project, with the exception of noted alternates.
- B. Prices quoted in the base bid shall be guaranteed for a period of one-hundred and twenty (120) days after the bid due date.

13. BID REQUIREMENTS

- A. In addition to the Bid Form, it shall be a condition in awarding of the contract that the bidders comply with the following contractual requirements:
 - 1. Contractor shall comply with the provisions of the Illinois Human Rights Act, as amended 775 ILCS 5/1-101 et seq. (West 2002), and with all rules and regulations established by the Department of Human Rights. Bidder agrees that it will not deny employment to any person or refuse to enter into any agreement for performance of any work provided for in this quote to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.
 - 2. By submitting a bid, the Contractor certifies that it is not barred from submitting a Bid as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.
 - 3. By submitting a bid, the bidding Contractor certifies that it has a written Sexual Harassment Policy and is in compliance with the "Illinois Drug-Free Workplace Act".
 - 4. It is the policy of the Jo-Carroll LRA to provide equal opportunity to all qualified businesses in the awarding of the contract and accordingly promotes the utilization of diversified businesses to the maximum extent feasible in any contract issued against this solicitation to bid. Minority and/or women owned Contractors are encouraged to participate in bidding.