



Oswego Township of Kendall County, Illinois
Shingle & Gutter Replacement

For 99 Boulder Hill Pass, Montgomery, Illinois 60538

Prepared and Respectfully Submitted by:
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41 W Benton Street
Aurora, Illinois 60506

August 18, 2023

INTRODUCTION

Oswego Township is currently soliciting bids to replace shingles, gutters and other minor repairs to the roof of the Oswego Township building located at 99 Boulder Hill Pass, Montgomery, Illinois located in Kendall County.

Bids will be a single contract, stipulated sum. Sealed bids will be received by Oswego Township until 10:00 A.M. on Friday, September 22, 2023 in a sealed envelope addressed with the name of the Bidder, Owner, name of the project, and the date and time of the Bid. Deliver to Joe West, Township Supervisor at 99 Boulder Hill Pass, Montgomery, IL 60543. Bids will be publicly opened at that time.

A Bid security in the amount of 10 percent of the total Bid is required.

The Owner reserves the right to reject any and all bids and to waive any errors, omissions or irregularities in the bids or the bidding procedure when, in the opinion of the Owner, such action will serve its best interests. Any bid which is not accompanied by the required bid security or by any other documents or certifications required by the Bidding Documents, and any bid which is in any way incomplete or irregular, is subject to rejection at the sole discretion of the Owner.

PREVAILING WAGE

The Township has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Township. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Township agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Contractor shall also:



(1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

(2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

1. Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.
2. Contractor shall file a written substance abuse prevention program with the Township for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.
3. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Township as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Township Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating Township.

INSURANCE

1. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor.
2. Minimum Scope of Insurance.
Coverage shall be at least as broad as:
 - i. Broad Form Comprehensive General Liability, or the most recent revision.



- ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
 - iii. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions.
3. Minimum Limits of Insurance.
- Provider shall maintain limits no less than:
- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.
 - c. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
4. Deductibles and Self-Insured Retentions.
- Any deductible or self-insured retentions must be declared to, and approved by, the Township. At the option of the Township, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Township, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Other Insurance Provisions.
- The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:
- a. The Township, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Township, its officers, elected and appointed officials, employees, volunteers, or agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Township, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Township, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Township, its officers, elected and appointed officials, employees, volunteers, or agents.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's



liability.

6. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Township, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

7. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Township.

8. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.

Contractor shall furnish the Township with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Township before the premises are occupied. The Township reserves the right to require complete certified copies of all required policies, at any time.

10. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Township and shall indemnify the Township and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Township would otherwise have. The Contractor shall similarly, protect, and indemnify the Township, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.



CONTRACT

The Oswego Township will utilize AIA Document A105-2017: *Standard Short Form Agreement Between Owner and Contractor*.

PROJECT SCOPE

Roof

Scope	Quantity
Tear off, haul, and dispose of composite shingles – laminated	68.73 SQ
Provide and install ice and water barrier; two rows of 3' ice and water shield	1,998 SF
Provide and install roofing felt – 15 lb. acceptable to asphalt shingle manufacturer (Reduced for use of two rows of 3' ice and water shield)	48.75 SQ
Provide and install asphalt starter – peel and stick	419.44 LF
Provide and install laminated – comp. shingle rfg. – w/out felt	70.00 SQ
Provide and install drip edge	419.44 LF
Provide and install flashing – pipe jack	1.00 EA
Provide and install R&R Furnace vent – rain cap and storm collar, 5"	1.00 EA
Provide and install continuous ridge vent – sizing TBD by contractor, shingle-over style	62.00 LF
Provide and install 4 extra box vents	4.00 EA
Provide and install hip / ridge cap – composite shingles	138.50 LF

East Elevation

Scope	Quantity
Provide and install replacement of guttering on the front elevation. <ul style="list-style-type: none">(R&R Gutter/downspout – aluminum 6") Color to match soffit to remain.	63.00 LF
Provide and install replacement of gable (currently painted cedar boards) to 7" composite lap siding. (Current product selected by Owner is the "Celect Canvas Paintable Siding" this product or equal)	
Provide and install new aluminum gutter fascia to match the soffit color	



North/South Elevation

Scope	Quantity
Provide and install replacement of guttering on the south elevation. <ul style="list-style-type: none">R&R Gutter/downspout – aluminum 6"	103.50 LF
Provide and install new aluminum gutter fascia to match the soffit color	

West Elevation

Scope	Quantity
Provide and install replacement of guttering on the rear elevation. <ul style="list-style-type: none">(R&R Gutter/downspout – aluminum 6") Color to match soffit to remain.	63.00 LF
Provide and install replacement of gable (currently painted cedar boards) to 7" composite lap siding. (Current product selected by Owner is the "Celect Canvas Paintable Siding" this product or equal).	
Provide and install new aluminum gutter fascia to match the soffit color	

WARRANTY

Provide manufacturer's extended warranty material and labor for 40 years or greater. Warranty against algae or discoloration 10 years minimum.

BID FORM

Single Contract - Base Bid Price

The bidder will complete the Work of the Project in accordance with the above defined scope for the following price:

Bid Price:

(Use Numerals)

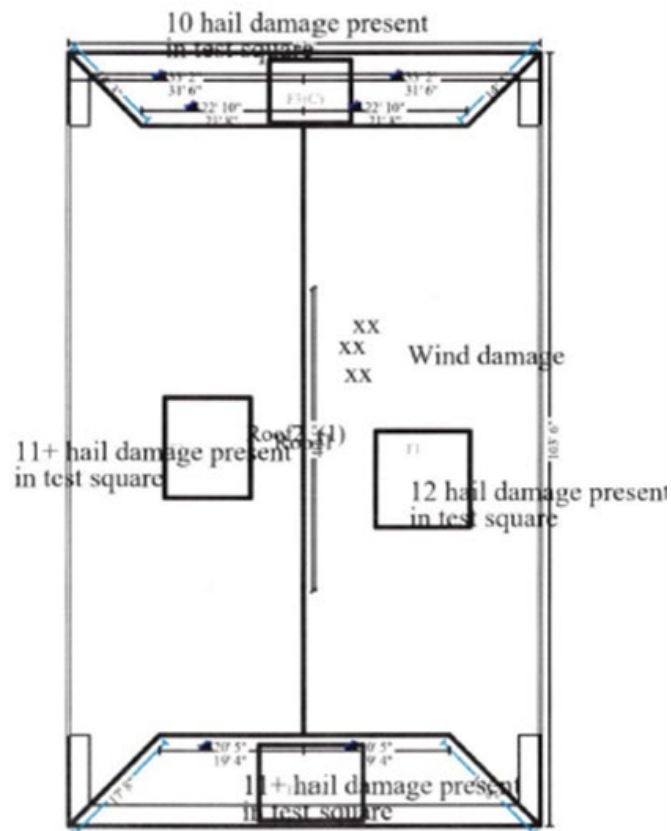
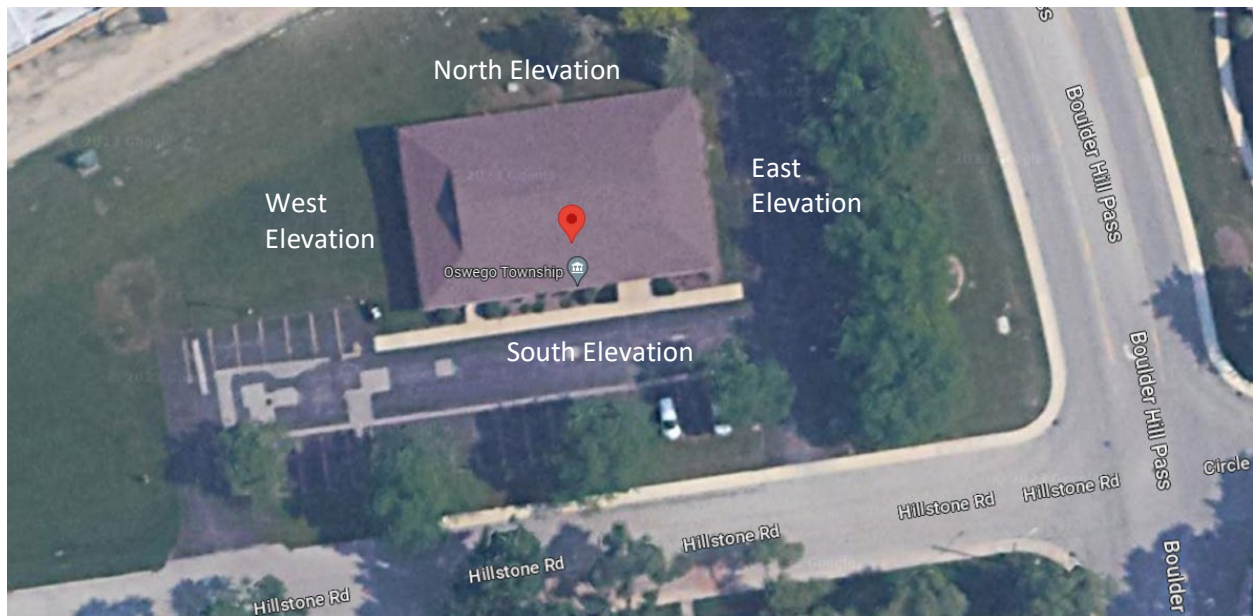
(Use Words)

Full name of firm: _____

Authorized Signing Officer: _____

Notice: This document has been prepared by Kluber Architects + Engineers based upon a Statement of Loss prepared by RAC Adjustments, Inc. to assist Contractors or Repair Facilities in preparing a bid for the Owner, Oswego Township. Kluber Architects + Engineers has not conducted a survey of this roof. If any additional damages or costs are identified by Contractors or Repair Facilities beyond the scope identified above, they must be approved by the Owner.







SURVEY PHOTO

LOCATION: East Elevation of 99 Boulder Hill Pass

NUMBER: 01

COMMENTS:
View of East Elevation

DATE: August 1, 2023



SURVEY PHOTO

LOCATION: South Elevation of 99 Boulder Hill Pass

NUMBER: 02

DATE: August 1, 2023

COMMENTS:
View of south elevation.



SURVEY PHOTO

LOCATION: North Elevation of 99 Boulder Hill Pass

NUMBER: 003

COMMENTS:

View of north elevation

DATE: August 1, 2023



SURVEY PHOTO

LOCATION: West Elevation of 99 Boulder Hill Pass

NUMBER: 004

COMMENTS:

View of south elevation

DATE: August 1, 2023