CITY OF BERWYN
COOK COUNTY, ILLINOIS

CONTRACT

FOR

BERWYN PUBLIC LIBRARY

REPLACE THE STAIRTREADS IN THE
MAIN STAIRWELL - 2019
SUPPLY AND INSTALLATION

Prepared By:

CITY OF BERWYN
6700 WEST 26TH STREET
BERWYN, ILLINOIS 60402
708/788-2660
And
ENGINEERING SOLUTIONS TEAM
www.engineeringsolutionsteam.net

APRIL 16, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>A</td>
</tr>
<tr>
<td>NOTICE TO CONTRACTORS</td>
<td>B - 1</td>
</tr>
<tr>
<td>SPECIAL PROVISIONS</td>
<td>C-2 to C-25</td>
</tr>
<tr>
<td>PROPOSAL</td>
<td>D-1 to D-15</td>
</tr>
</tbody>
</table>

A-1
NOTICE TO CONTRACTORS

I. TIME AND PLACE OF FURNISHING OF PROPOSALS:

Proposals for the project described herein will be received at the office of the City Clerk, the CITY OF BERWYN 6700 WEST 26TH STREET BERWYN, ILLINOIS 60402, until 10:00 am. on Monday, May 13, 2019. All received bids will then be publicly opened and read at 11:00 am on Monday, May 13, 2019.

II. DESCRIPTION OF WORK:

The proposed work is officially known as Berwyn Public Library; Replace the Stair Treads in The Main Stairwell – 2019: Supply and Installation. Work includes; Supply of all new stair treads in the main stairwell in accordance with these specifications, removal and disposal of the existing stair treads and the complete professional installation of the new stair treads in the main stair well.

III. INSTRUCTIONS TO BIDDERS:

A. Plans and Proposal forms may be obtained from the, City Clerk, City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, 60402. A company business card must be left with the City Clerk.

B. Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, the City of Berwyn will be accepted at the bid opening.

C. The Contractor is required to submit unit prices and total proposed cost in accordance with this Request for Proposal for all requested services in this Contract Document.

D. All Bidders are obliged to meet the requirements of the City of Berwyn Responsible Bidder Ordinance 17-22, passed by the Berwyn City Council on the 14th day of June, 2017.

IV. AWARD CRITERIA AND REJECTION OF BIDS:

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the City in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility.

Be Advised: The City reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed services, and to waive technicalities.

V. COMPETENCY OF PROPOSER:

No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the state and/or federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn.
INDEX TO SPECIAL PROVISIONS

INSURANCE PROVISIONS...............................................................................................3
GENERAL PROVISIONS..................................................................................................8
ADDITIONS TO AND/OR DEDUCTIONS FROM THE CONTRACT..................................8
PARTIAL PAYMENTS BY THE CITY..................................................................................8
FINAL PAYMENT...............................................................................................................8
NO WAIVERS....................................................................................................................8
PAYMENT OF EMPLOYEES; PREVAILING WAGE RATES...........................................9
FAMILIARITY WITH SITE AND SERVICES REQUIRED..............................................9
ERRORS/AND OMISSIONS...............................................................................................9
ACTUAL PERFORMANCE...............................................................................................9
SAFETY AND PROTECTION............................................................................................11
SUB-CONTRACTORS........................................................................................................11
CONTRACTOR’S WARRANTEE.........................................................................................12
QUESTIONS REGARDING THIS ASSIGNMENT AND THIS CONTRACT DOCUMENT......12
BRIEF OF SCOPE AND CITY INTENT............................................................................13
ASSIGNMENT LOCATION...............................................................................................13
SCOPE OF ASSIGNMENT...............................................................................................14
ASSIGNMENT SCHEDULE.............................................................................................14
BEGINNING WORK..........................................................................................................14
COMPLETION OF WORK.................................................................................................14
SHOP DRAWINGS............................................................................................................14
PROJECT PROGRESS.......................................................................................................15
LIQUIDATED DAMAGES FOR NON-PERFORMANCE OR DELAYS.............................15
RESPONSIBLE BIDDERS ORDINANCE #17-22............................................................15
PAY ITEMS SPECIAL PROVISIONS..............................................................................19
INSURANCE PROVISIONS:

Description: This item shall consist of the Contractor’s efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineers, Engineering Solutions Team, and its agents and employees, and the Engineer’s Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or its Engineers, Engineering Solutions Team, and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. Engineering Solutions Team are intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and its Engineers, and Engineering Solutions Team, and its agents and employees as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.
The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the “Indemnitees”) from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

**Insurance**

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer before starting construction, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER and Engineering Solutions Team, must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below, and all insurance noted under Parts 2, 3 and 4 below must be provided, unless specifically deleted for this project.

A. **Minimum Limits of Insurance**

   Contractor and his Subcontractors shall maintain limits of no less than:

   1. **Contractors-Commercial General Liability:** $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER and Engineering Solutions Team shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the “Additional Insureds” shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any “XCU Exclusions” shall be deleted.
The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.

3. **Workers’ Compensation and Employers’ Liability**: Workers’ Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers’ Liability limits of $1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER and Engineering Solutions Team.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

4. **Umbrella Liability**: Umbrella Liability Policy for not less than $2,000,000.

**Supplemental Insurance Coverage:**

Should the project require “supplemental” insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limit Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>$______________</td>
</tr>
<tr>
<td>b.</td>
<td>$______________</td>
</tr>
<tr>
<td>c.</td>
<td>$______________</td>
</tr>
</tbody>
</table>

**Note:** If “Contractor’s Pollution Liability Insurance” is required as indicated above, by the OWNER, then the CITY OF BERWYN / BERWYN PUBLIC LIBRARY, shall be named as “Additional Insureds” on a Primary Non-Contributory basis on that policy.

**B. Contractor’s Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.
C. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

*All Coverages*: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor’s responsibility to insure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, “Return Receipt Requested”.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. **Verification of Coverage**

1. **Contractor’s Insurance**: 

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binders by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

F. **Subcontractors**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate “OCP Policy” as may be stated herein.

**Basis of Payment**: This work will not be paid for separately, but shall be considered incidental to the Contract. All insurance shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications. Failure to procure and maintain the required insurance coverage shall be considered a breach of Contract.
# Certificate of Liability Insurance

**Producer:**

**Fully completed**

**Insured:**

**Fully completed**

**Insurers Affording Coverage:**

- Insurer A: Name of Insurance Company
- Insurer B: Name of Insurance Company
- Insurer C: Name of Insurance Company
- Insurer D: Name of Insurance Company
- Insurer E: Name of Insurance Company

**Coverages:**

The policies of insurance listed below have been issued to the insured name above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Ins Ltr</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>CG0001</td>
<td>POLICY NUMBER</td>
<td>POLICY START DATE</td>
<td>POLICY END DATE</td>
</tr>
</tbody>
</table>
- COMMERCIAL GENERAL LIABILITY
  - CLAIMS MADE
  - OCCUR
  - GEN. AGGREGATE LIMIT APPLIES PER:
    - POLICY
    - PROJECT
    - LOC

| AUTOMOBILE LIABILITY | CA0001 | POLICY NUMBER | POLICY START DATE | POLICY END DATE |
- ANY AUTO
- ALL OWNED AUTOS
- SCHEDULED AUTOS
- HIRED AUTOS
- NON-OWNED AUTOS

| GARAGE LIABILITY | | POLICY NUMBER | POLICY START DATE | POLICY END DATE |
- ANY AUTO
-

| EXCESS LIABILITY | | POLICY NUMBER | POLICY START DATE | POLICY END DATE |
- OCCUR
- DEDUCTIBLE
- RETENTION $ |

| WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY | POLICY NUMBER | POLICY START DATE | POLICY END DATE |
- WC STATUTORY LIMITS
- OTHER

| Other | | |

**Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions:**

Owner: City of Berwyn and Berwyn Public Library

Project Description: Replace the stair treads in the main stairwell - 2019: Supply and Installation, Berwyn, IL

“Certificate Holders” are “Additional Insureds” on a Primary Non-Contributory Basis with respect to the General Liability only. `Waiver of Subrogation` is provided on the Workers’ Compensation coverage in favor of the Certificate Holder(S). No endorsements or additional forms shall modify or limit the coverage provided to the “ADDITIONAL” Insured(S).

**Certificate Holder:**

- Additional Insured: Insurer Letter: 

**Cancellation:**

Owner (Including its officials, employees and volunteers) and Engineering Solutions Team (Including its agents and employees) should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named in the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents of representatives.

Authorized Representative:

Authorized Signature:

ACORD 25-S (CURRENT VERSION) © ACORD CORPORATION 20__
*GENERAL PROVISIONS*

**ADDITIONS TO AND/OR DELETIONS FROM THE CONTRACT**

This Contract Document has been prepared and approved by the Owner for winter services at the Berwyn Public Library. All bids to be received may exceed the amount budgeted. However, the Owner has decided to solicit Bids in an effort to better determine the expected cost. After Bids are received, the Owner will make a determination as to whether the amount of the successful Bid is within, or in excess of, the budget.

**Additions:**

If Bids are opened and found to be within the amount budgeted for the project, a Contract will be awarded in the full amount of the Bid. The Owner reserves the right to increase the scope of the Project in order to spend the full amount budgeted. This work will be paid for at the appropriate unit prices bid.

**Deductions:**

If Bids are opened and found to be in excess of the amount budgeted for the project, the Owner may direct that the scope of the project be downsized, so as to keep costs within the budget. A Contract will still be awarded in the full amount of the Bid, and a Change Order will be processed indicating precisely which items of work will be deleted or decreased. The Contractor will still be paid at the same unit prices bid for all work incorporated into the final project. No adjustments to the unit prices will be allowed for reduction in the scope as a result of this change.

**Partial Payments By The City:**

No later than forty-five (45) days following the submission of the application for payment, the City shall pay to the Contractor for the amount of the work contained in the application which has been found by the City to have been actually performed less ten percent (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of these General Conditions.

**Final Payment:**

After Project completion and acceptance by the Owner, the Contractor shall prepare his application for Final Payment and submit it to the City for approval. The City shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the City finds to be due and owing less deductions authorized by these General Conditions.

**No Waivers:**

Neither by partial or final payment will the City be deemed to have waived any remedy for defective work or shoddy services or untimely services on the part of the Contractor or any other portion of the contract which by its nature survives the time of Final Payment.
Payment Of Employees; Prevailing Wage Rates:

The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor’s certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

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 contractors 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. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors 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.

It is the responsibility of the contractor to check the above mentioned website for the most up to date wages for that month in which the work has taken place and to pay accordingly. Further, it is the responsibility of the contractor to supply the City of Joliet with certified payrolls for all work related to this contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

Familiarity With Site and Services Required:

The Contractor represents that he has thoroughly acquainted himself as to the conditions of the site, and the services requested in this Contract Document. The Owner shall not be responsible for any claims made by the Contractor due to claimed unfamiliarity or miscommunication.

Errors/And Omissions:

If the Contractor discovers any error of omission in this request and/or Contract Document or in the work undertaken and performed by him, he shall immediately notify the City and the City shall promptly verify or correct the plans, drawings and specifications. The Contractor’s notifications shall be in writing and copy of his transmittal shall be forwarded to the Owner.

Actual Performance:

- Coordination:

The Contractor shall provide his proper contact information to the Berwyn Public Library to ensure that there is proper communication at all times during all storms.
• **Employees:**

The Contractor shall not hire or keep in employment any incompetent employees.

• **Working Hours and BPL Hours of Operation:**

The Berwyn Public Library is Open on:
- Monday – 9:00 am to 9:00 pm.
- Tuesday – 9:00 am to 9:00 pm.
- Wednesday – 9:00 am to 9:00 pm.
- Thursday – 9:00 am to 9:00 pm.
- Friday – 9:00 am to 5:00 pm.
- Saturday – 9:00 am to 5:00 pm.
- Sunday – 1:00 pm to 5:00 pm.

The Selected Contractor is to make every attempt possible to perform his required tasks while the Library is closed. The Contractor will finalize his project schedule with the BPL Staff.

• **Contractor Cooperation:**

In the event that there are ongoing activities at the Library during the time that Contractor is on-site to perform his required tasks; the Contractor agrees that he will respect and cooperate fully with patrons and employees and parked vehicles.

• **Materials And Workmanship – Quality:**

(a) **Materials:** Unless otherwise specifically called for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the best grade. When called for by the City, the Contractor shall at no cost furnish to the City for approval full information concerning the materials, equipment or articles to be incorporated in the work, including reasonable samples or test results when customary.

(b) **Workmanship:** All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the City and in accordance with the best practice and standards recognized in the field.

• **Materials And Workmanship – Guarantee:**

The Contractor guarantees the equipment, materials, and workmanship used in providing these services will be free from defects, suitable for the purpose intended and merchantable. He shall correct defective works and replace defective materials at his own cost. If the Contractor fails to meet this requirement; the City may elect to terminate this Contract.

• **Compliance With Law, Notices, Permits:**

The Contractor shall give all notices required by, and comply with, all applicable laws and ordinances of the City or State of Illinois. Should the Contractor fail to observe the aforementioned laws or ordinances and do work at variance with any applicable law or ordinances, the Contractor shall correct the methods of doing such work without cost to the City.
• **Cleaning Up:**

The Berwyn Public Library Site clean-up on this assignment is a HIGH PRIORITY. It is likely that patrons and/or employees will be milling and walking in the near vicinity of the work area. We do not want any accidents if that is to happen.

**Safety And Protection:**

• **Protection of Work:**

The Contractor shall always maintain adequate protection and care for all the work from damage and shall protect the Berwyn Public Library and its Patrons and its Employees and adjacent property from injury and/or damage arising in connection with his contract.

• **Care of Existing Property:**

All signs, lights, curbs, benches, statues, book boxes, trees, shrubbery, fences, and structures and other property shall be supported and protected from injury by the Contractor during the work performed under this contract. The Contractor shall be liable for all damages to such facilities and structures and property and shall save and keep the said Owner harmless from any liability or expense or damages or repairs to same.

• **Accident Prevention:**

The Contractor shall exercise all reasonable precaution at all times for the protection of all Berwyn Public Library Patrons, City Employees, and Workers and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. Final payment or inspection shall not be deemed a waiver of contractor’s responsibility.

• **OSHA:**

The Contractor shall observe and enforce upon subcontractors all applicable sections of the Occupational Safety and Health Act of 1970 as amended, and shall be subject to inspection by authorized officials for compliance.

**Sub-Contractors:**

• **No Contractual Relationship:**

Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the City.

• **Applicability of Contract Documents:**

The Contractor agrees to bind every sub-contractor (and every sub-contractor of a sub-contractor) and every sub-contractor agrees to be bound by the terms of these contract documents as far as applicable to his work, unless specifically noted to the contrary in a sub-contract approved in writing as adequate by the City.
• **Responsibility of Contractor:**

The Contractor agrees to be fully responsible to the City for the acts or omissions of his sub-contractors and of anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

**Contractor’s Warrantee:**

Upon completion of the project, the Contractor will present the Berwyn Public Library a full 1-year warrantee for all labor and materials to ensure that the newly installed stairtreads are in proper condition.

Additionally, upon completion of the project, the Contractor will present the Berwyn Public Library a partial 5-year warrantee for all materials to ensure that the newly installed stairtreads are in proper condition.

**Questions regarding this Assignment and this Contract Document:**

If questions arise regarding this Assignment or this Contract Document, please contact:

Jim Gerambia  
Berwyn Public Library  
2701 S Harlem Avenue  
Berwyn, IL 60402  
708-795-8000

Or

Ed Kalina, Project Engineer  
Engineering Solutions Team  
630-796-2064  
ejk@engineeringsolutionsteam.net
Brief of Scope and BPL/City Intent:

The City of Berwyn and Berwyn Public Library is seeking to retain the services of a qualified General Building Contractor or Flooring Specialist Contractor. This assignment is to provide the Berwyn Public Library, with the supply and installation of new stair treads throughout its main stairwell.

Assignment Location:

The Berwyn Public Library is located at 2701 Harlem Avenue, Berwyn, IL 60402.
**Scope of Assignment:**

The City of Berwyn and Berwyn Public Library is seeking to retain the services of a qualified General Building Contractor or Flooring Specialist Contractor. This assignment is to provide the Berwyn Public Library, with the following:

- Supply new stair treads in accordance with these specifications and with the final approval of the Owner.
- Properly remove and dispose of the existing stair treads.
- Install the newly supplied stair treads in a neat and professional manner.
- Repair and reestablish any and all edge treatments to ensure that the finished stair treads appear to be a nice and neat improvement.
- The Contractor will work in a deliberate and safe manner. The safety of the Patrons, and the BPL Staff and the Contractor’s Employees is the TOP PRIORITY.
- The Contractor will work in a neat fashion and ensure a clean work environment. The Contractor will properly clean and dispose of all work debris and neatly store all tools at the end of each work day.

**Assignment Schedule:**

It is anticipated that the, BERWYN PUBLIC LIBRARY; REPLACE THE STAIR TREADS IN THE MAIN STAIRWELL – 2019: SUPPLY AND INSTALLATION; will be in accordance with the following schedule:

- Advertise the Project
  - April 26, 2019
- Proposals are Due [ no later than 10:00 am]
  - Monday, May 13, 2019

Within two (2) days after the notice to proceed has been issued, the Contractor shall supply to the Library a written acknowledgement that said services will be delivered to the Berwyn Public Library in accordance with this Contract Document.

**Beginning Work:**

The Contractor shall be on assignment after the contract has been executed by the City and notice has been given to the Contractor.

**Completion of Work:**

**The Contractor shall fully complete this Assignment to the satisfaction of the Berwyn Public Library and City of Berwyn on or before July 12, 2019.**

**Shop Drawings:**

Upon receiving its Notice to Proceed from the City; The Contractor will submit catalogue cuts of the materials to be ordered and summary of how the Contractor intends to construct and proceed with the Project.
Project Progress:
Upon approval of Shop Drawings by the Owner; the Contractor will then order all required materials. The Owner will then agree and finalize the project construction schedule.

Liquidated Damages for Non-Performance or Delay:
As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, and the BPL and the City and the public will suffer damage from delay in the completion of this contract, the Contractor and his sureties shall be liable for and shall pay to the City of Berwyn, Illinois the sum of Two Hundred Dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

The Responsible Bidder Ordinance 17-22:

An Ordinance Establishing Responsible Bidder Requirements on Public Works Projects is hereby adopted as follows:

Section 1. Public Works
For the purposes of this chapter, the term “public works” shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, modeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, airport facility, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of a public fund or out of a special assessment. The term also includes any public works leased by a political subdivision under a lease containing an option to purchase.
Section 2. Bid Submission Requirements

In determining whether a bidder is a “responsible bidder” for the award of a public works contract, the bidder must submit the following information and supporting documentation verified under oath on a form designated by the City of Berwyn, in order for the bid to be accepted:

A. A copy of a print-out of the Illinois Secretary of State’s Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply.
B. Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g. document with account number, Illinois Business Tax number).
C. Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g. document with UI account number).
D. Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.
E. A statement that all employees are (i) covered under a current workers’ compensation insurance policy and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers’ compensation insurance shall be a copy of the “Information Page” of the bidder’s workers’ compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.
F. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Bidder for two (2) years from the date of the latest finding.
G. A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.).
H. A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
I. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.

J. Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the projects which were approved by and registered with the United States Department of Labor’s Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

K. Bidder shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program within the last five (5) years. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and the City of Berwyn may request the bidder provide copies of employees OSHA cards; failure to produce an employee’s OSHA card may result in determination that the bidder is not a responsible bidder.

L. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the City of Berwyn. Each contractor shall submit all subcontractor information and supporting documentation to the City’s responsible department prior to the subcontractor commencing work on the project.

M. Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three (3) years by the contractor. Such statements shall include the name of the public body and the projects, original contract price, final contract price, and the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.

N. Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the National Labor Relations Act (NLRA), or the Federal Davis-Bacon and Related Acts.

Any material changes to the contractor’s status, at any time, must be reported in writing to the City of Berwyn within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

Section 3. Incomplete Submissions by Bidders and Subcontractors

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City of Berwyn. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder.
The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor submissions to the city of Berwyn prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City of Berwyn may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City of Berwyn approves such information.

Section 4. Lowest Bidder Not Chosen

When the award is not recommended to be given to the lowest bidder, a statement of the reason for such recommendation shall be prepared by the City Administrator or designee.

Section 5. Multiple Low Bids

When two or more responsible bidders submit the same low bid, the contract award shall be determined by drawing lots at a public meeting of the City Council, unless one bidder is a local contractor and one is a non-local contractor, in which event the local contractor shall be awarded the contract.

Section 6. Public Records

All information submitted by a contractor or subcontractor pursuant to this Ordinance are public records subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Section 7. Materiality

The requirements of this Ordinance are a material part of the bid documents and the contract and the successful bidder shall insert this Ordinance in all subcontracts.

Section 8. Severability

If any portion of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions of this Ordinance which can be given effect without the invalid portions or applications and, to this end, the portions of this Ordinance are severable.

Section 9. Other Ordinances

Any prior ordinance or portion thereof in conflict with this Ordinance is hereby revoked.

Section 10. Effective Date

This ordinance shall take effect upon passage by the City Council.
* CITY OF BERWYN / BERWYN PUBLIC LIBRARY *

REPLACE THE STAIRTREADS IN THE MAIN STAIRWELL – 2019: SUPPLY AND INSTALLATION

SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

TABLE OF CONTENTS

ITEM #101: MOBILIZATION

ITEM #201: SUPPLY OF NEW STAIR TREADS

ITEM #202: REMOVAL AND DISPOSAL OF EXISTING STAIR TREADS

ITEM #203: INSTALLATION OF NEW STAIR TREADS

ITEM #301: SITE RESTORATION

PROPOSAL WORKSHEETS
ITEM #101: MOBILIZATION

Measurement and Payment: The Contractor will be paid the Lump Sum Price for all items detailed in the plan drawings and described in these Project Specifications under MOBILIZATION.

.01 SUBMITTALS:

PART 1 – GENERAL

1. SUMMARY

A. Work Included:
   1. To facilitate complete and accurate understanding between the OWNER, CONTRACTOR, and ENGINEER; throughout the Contract Documents, the acceptable quality of workmanship and materials has been at times defined either by manufacturer’s name and catalog number or by reference to recognized industry standards. When a certain product is specified; the CONTRACTOR is expected to supply that product or an OWNER approved equal.
   2. To facilitate CONTRACTOR’S understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
   3. The type of submittal requirements specified in this section includes; shop drawings, product data, samples, and other miscellaneous Work-related submittals.

2. IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and re-submittal by showing at least the following information:
   1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
   2. Name and location of project and identification number.
   3. Include the date of each submittal or re-submittal.

3. GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

4. TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and re-submittal and for placing orders and securing delivery.
5. **SHOP DRAWINGS**

A. Shop drawings for this Project includes: drawings, diagrams, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted to clarify the CONTRACTOR'S processes and approach, and to specify the materials to be used by the CONTRACTOR. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR before transmittal to ENGINEER for review and approval.

D. All shop drawings used for construction site activities shall bear the “Approved” or “Approved as Noted” stamp of ENGINEER.

E. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of “Approved” shop drawings for field activity purposes.

6. **REQUIRED SHOP DRAWING SUBMITTALS**

The Contractor [at a minimum] will be required to develop and obtain approved [by the OWNER and ENGINEER] Shop Drawings for the following:

(a) The existing stair tread removal and disposal plan and process for cleaning the exposed stairs.

(b) The catalogue cut for the proposed stair treads; detailing the material and the texture and the colors.

(c) The detailed approach to repair any damaged edging due to the construction process.

(d) Paint chip of the proposed final paint.

(e) The Project Schedule.

(f) Project Safety Plan.

7. **COLORS AND PATTERNS**

A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER'S review and selection.

B. Unless all available colors and patterns have identical wearing capabilities, and are identically suited for installation, CONTRACTOR shall completely describe the relative capabilities of each.

8. **PRODUCT DATA**

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

1.09 **RESUBMISSION REQUIREMENTS**

A. Make any corrections or changes in the submittals required by ENGINEER.

B. Shop Drawings and Product Data:
   1. Revise initial drawings or data and resubmit as specified for initial submittal.
   2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.
1.10 MANUFACTURER’S DIRECTIONS

A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever Specifications call for Work to be performed, or materials to be installed in accordance with manufacturer’s printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the Work.

ITEM #201: SUPPLY OF NEW STAIR TREADS

PART 1 – GENERAL

The WORK will be performed in accordance with this CONTRACT DOCUMENT and the approved SHOP DRAWINGS and CATALOGUE CUTS. It is intended that the tiled small landing areas are also included in this project.

PART 2 – PRODUCTS

The proposed stair treads will consist of simple squares with built-in grit inserts across. More detailed information can be obtained from: https://commercial.tarkett.com/enUS/collection-C001500-rubber-tread-with-integrated-riser

The color of stair tread will be chosen the OWNER. The color of built-in grit insert across will be chosen by OWNER.

PART 3 – EXECUTION

The Contractor shall upon the approval of the SHOP DRAWINGS and CATALOGUE CUTS, order the approved stair treads and materials and have the products the delivered to the Berwyn Public Library job site. It is intended that the tiled small landing areas are also included in this project.

PART 4 – MEASUREMENT

The SUPPLY OF NEW STAIR TREADS will be measured on a Lump Sum Basis [LS] for the work of purchasing and delivering the new stair treads on-site.

PART 5 – PAYMENT

The SUPPLY OF NEW STAIR TREADS will be paid, as follows: This Item will be paid on a Lump Sum Basis [LS] and will be paid at the submitted contract unit price for the Supply and delivery to job site of the new stair treads.
ITEM #202: REMOVAL AND DISPOSAL OF EXISTING STAIR TREADS

PART 1 – GENERAL

The WORK will be performed in accordance with this Specification and these Contract Documents.

PART 2 – PRODUCTS

The products will be as required by the Contractor to properly and neatly remove and dispose of the old stair treads.

PART 3 – EXECUTION

The Contractor shall supply all labor required to properly and neatly remove and dispose of the Existing Stair Treads. The Contractor will utilize care not to damage any adjacent areas to the Existing Stair Treads during the removal process. It is anticipated that the Contractor will require a dumpster for the proper disposal of the Existing Stair Treads. The Contractor is to coordinate with the Owner regarding the proper location for the dumpster. The Contractor is to perform all required work in a neat and safe fashion. It is Top Priority that this work is conducted in a safe fashion for all the BPL patrons and the BPL Employees and the Contractor’s Employees.

PART 4 – MEASUREMENT

The REMOVAL AND DISPOSAL OF EXISTING STAIR TREADS will be measured on a Lump Sum Basis [LS] for the work of the Removal and Disposal of the Existing Stair Treads.

PART 5 – PAYMENT

The REMOVAL AND DISPOSAL OF EXISTING STAIR TREADS will be paid, as follows: This Item will be paid on a Lump Sum Basis [LS] and will be paid at the submitted contract unit price for the Removal and Disposal of the Existing Stair Treads.

ITEM #203: INSTALLATION OF NEW STAIR TREADS

PART 1 – GENERAL

The WORK will be performed in accordance with this Specification and these Contract Documents. The New Stair Treads will be installed in a neat and professional and safe manner.

PART 2 – PRODUCTS

The New Stair Treads will be as specified in Item #201. All additional products required to properly and professionally install the New Stair Treads will be the responsibility of the Contractor.
PART 3 – EXECUTION

The Contractor shall supply all labor required to properly and neatly install the New Stair Treads.
The Contractor will utilize care not to damage any adjacent areas to the New Stair Treads during the installation process.
The Contractor is to perform all required work in a neat and safe fashion. It is Top Priority that this work is conducted in a safe fashion for all the BPL patrons and the BPL Employees and the Contractor’s Employees.

PART 4 – MEASUREMENT

The INSTALLATION OF NEW STAIR TREADS will be measured on a Lump Sum Basis [LS] for the work of the Installation of the New Stair Treads.

PART 5 – PAYMENT

The INSTALLATION OF NEW STAIR TREADS will be paid, as follows:
This Item will be paid on a Lump Sum Basis [LS] and will be paid at the submitted contract unit price for the Installation of the New Stair Treads.

ITEM #204: PAINT THE STAIRWELL BASEBOARDS

PART 1 – GENERAL

Upon completion of the Installation of New Stair Treads, the Contractor will neatly and completely paint the adjacent Stairwell Baseboards.

PART 2 – PRODUCTS

The Contractor will supply the required paint. The paint will be a commercial grade semi-gloss. The paint will be equal or better than Sherwin-Williams or Benjamin Moore Paint. Color will be selected by the Owner.

PART 3 – EXECUTION

Upon completion of the Installation of New Stair Treads, the Contractor will completely clean and wire brush if necessary, the adjacent stairwell baseboards. The Contractor will then neatly and completely paint the adjacent Stairwell Baseboards.

PART 4 – MEASUREMENT

The PAINT THE STAIRWELL BASEBOARDS will be measured on a Lump Sum Basis [LS] for the work of the Cleaning and Painting of the Baseboards adjacent to the newly installed Stair Treads.

PART 5 – PAYMENT

The PAINT THE STAIRWELL BASEBOARDS will be paid, as follows:
This Item will be paid on a Lump Sum Basis [LS] and will be paid at the submitted contract unit price for the Paint the Stairwell Baseboards.
ITEM #301: SITE RESTORATION

Measurement and Payment: Upon completion of this work: The Contractor will be paid the Lump Sum Price for all items detailed in this Specification and these Contract Documents and as requested by the OWNER and the ENGINEER under SITE RESTORATION.

PART I – GENERAL

The CONTRACTOR will be responsible to leave the Project Site in a good and clean and presentable condition.

PART II – PRODUCTS:
If the CONTRACTOR utilizes an area to store any materials, then the storage area will be required to be restored as follows:

➢ Restore any incidental damaged areas.
➢ Touch up painting as required.
➢ Clean to final approval.

PART III – EXECUTION:

o The CONTRACTOR will be responsible to remove all his debris from the BPL.
o The CONTRACTOR will be responsible to remove dumpster from the BPL.
o The CONTRACTOR will ensure that the new stair treads and small landings are neat and clean and accepted by the OWNER.
o All adjacent areas to the stair treads will be repaired and repainted as necessary.
o The CONTRACTOR is to leave the BPL in neat and clean fashion and to a condition as it was prior to the project initiation, or better.
o FINAL Approval of the SITE CLEAN-UP will be solely at the discretion of the OWNER.
PROPOSAL BID BOND

OWNER: City of Berwyn / Berwyn Public Library
PROJECT: Replace the Stair Treads in the Main Stairwell – 2019: Supply and Installation.

WE __________________________________________ and __________________________________________ as PRINCIPAL,
and __________________________________________ as SURETY, are held jointly, severally and firmly
bound unto the above Local Agency (hereafter referred to as “LA”) in the penal sum of 5% of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the OWNER acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the Proposal is accepted and a contract awarded to the PRINCIPAL by the OWNER for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal Contract, furnish Surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the OWNER determines the PRINCIPAL has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the OWNER acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this __________ day of ___________________ A.D., 2019.

PRINCIPAL

______________________________
(Company Name)

______________________________
(Signature & Title)

BY: ____________________________

SURETY

______________________________
(Signature of Attorney-in-Fact)

______________________________
(Company Name)

______________________________
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF ___________________

I, __________________________________________, a Notary Public in and for said county, do hereby certify that __________________________________________ who are each personally

______________________________
(insert names of individuals signing on behalf of PRINCIPAL & SURETY)

known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of ___________________ A.D., 2019.

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.

2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires __________________________

________________________________________
Notary Public
1. PROPOSAL OF: __________________________________________________________

________________________________________________
(Name and Address of Bidder)

and includes the following:

- Supply new stair treads in accordance with these specifications and with the final approval of the Owner.
- Properly remove and dispose of the existing stair treads.
- Install the newly supplied stair treads in a neat and professional manner.
- Repair and reestablish any and all edge treatments to ensure that the finished stair treads appear to be a nice and neat improvement.
- The Contractor will work in a deliberate and safe manner. The safety of the Patrons, and the BPL Staff and the Contractor's Employees is the TOP PRIORITY.
- The Contractor will work in a neat fashion and ensure a clean work environment. The Contractor will properly clean and dispose of all work debris and neatly store all tools at the end of each work day.

2. The Specifications for the proposed assignment are prepared by the City of Berwyn 6700 West 26th Street Berwyn, Illinois 60402, and which Specifications are designated as:

BERWYN PUBLIC LIBRARY
REPLACE THE STAIRTREADS IN THE MAIN STAIRWELL – 2019:
SUPPLY AND INSTALLATION

3. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the City Treasurer of the City of Berwyn. The amount of the Bid Security is:

________________________________________________________
(In Writing)

________________________________________________________
(In Figures)
4. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.

5. Each pay item should have a unit price and a total price.

6. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

7. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

8. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further 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 BERWYN PUBLIC LIBRARY
REPLACE THE STAIRTREADS IN THE MAIN STAIRWELL – 2019:
SUPPLY AND INSTALLATION

THE BID

PROPOSAL OF: ________________________________

(Name and Address of Bidder)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>101.</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>201.</td>
<td>SUPPLY OF NEW STAIRTREADS</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>202.</td>
<td>REMOVAL AND DISPOSAL OF EXISTING STAIRTREADS</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>203.</td>
<td>INSTALLATION OF NEW STAIRTREADS</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>204.</td>
<td>PAINT THE STAIRTWELL BASEBOARDS</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>301.</td>
<td>SITE RESTORATION</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

BIDDER’S PROPOSAL FOR COMPLETION OF ENTIRE ASSIGNMENT:
PROPOSAL, Cont’d.

(If an individual)

Signature of Bidder _______________________________________

Business Address _________________________________________

Phone Number ___________________________________________

(If a partnership)

Firm Name _______________________________________________

Signed By _______________________________________________

Business Address _________________________________________

Phone Number ___________________________________________

Insert Names and Addresses of All Partners:

_________________________________________________________

(If a corporation)

Corporate Name ___________________________________________

Signed By _______________________________________________

Business Address _________________________________________

Phone Number ___________________________________________

Insert Names of Officers:

President ___________________________

Treasurer ___________________________

Attest: ___________________________________________________

Secretary

( S E A L )
CERTIFICATE OF UNDERSTANDING
REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNER: CITY OF BERWYN
PROJECT ASSIGNMENT: BERWYN PUBLIC LIBRARY
REPLACE THE STAIRTREADS IN THE MAIN STAIRWELL – 2019: SUPPLY AND INSTALLATION

THIS IS TO CERTIFY THAT I, ____________________________, President/Principal/Partner of ____________________________ (hereinafter referred to as the “Contractor”), have read the “Hold Harmless and Insurance Provisions” incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named assignment, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said “Hold Harmless and Insurance Requirements” to afford the required coverage for the Owner and Engineer, the City of Berwyn, and any and all other entities so named in said “Insurance Requirements” section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor’s expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said “Insurance Requirements”. Additionally, I will not allow any reduction in any of the “Limits of Coverage” afforded in said policies. I further understand and agree that we, as contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney’s fees resulting from any and all claims against the Owner and/ or Engineer relating to the subject assignment.

Dated this __________ day of __________________, 2019

CONTRACTOR’S NAME:
________________________________________
ADDRESS____________________________________
________________________________________

WITNESS:
________________________________________
(S E A L)

BY: ____________________________________
(SECRETARY/NOTARY) ____________________________
(Typed/Printed Name)
CONTRACTOR'S BID RIGGING CERTIFICATION

__________________________ (Print Name of Contractor)

a ________________ (Corporation, Partnership) __________________________ (Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: ____________________________ By: ______________________________

 (Signature)

Title: ________________________________

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: ____________________________ Contractor: ______________________________

By: ______________________________ (Signature)

Title: ______________________________

STATE OF ILLINOIS
COUNTY OF _________ SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that __________________________ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: ____________________________ (Notary Public)

(NOTARY SEAL)
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

A. 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 grantee's or Contractor'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.

B. Establishing a drug-free awareness program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
   3) any available drug counseling, rehabilitation, and employee assistance program; and
   4) the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.

D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.
CONTRACTOR’S DRUG-FREE WORKPLACE CERTIFICATION, Cont’d.

E. 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 30 ILCS 580/5.

F. 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.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

Dated: ________________  Contractor: __________________________________________

   By: ____________________________ (Authorized Agent of Contractor)

   Title: __________________________

STATE OF ILLINOIS
COUNTY OF ___________  SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that ____________________________ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: ________________  ____________________________ (Notary Public)

(NO T A R Y  S E A L)
SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the City of Berwyn as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(complete either A or B below)

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

________________________________________
Contractor/Subcontractor

________________________________________
Name of Authorized Representative (type or print)

________________________________________
Title of Authorized Representative (type or print)

Date: __________________________  __________________________

Signature of Authorized Representative

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

________________________________________
Contractor/Subcontractor

________________________________________
Name of Authorized Representative (type or print)

________________________________________
Title of Authorized Representative (type or print)

Date: __________________________  __________________________

Signature of Authorized Representative

D-10
CONTRACTOR’S SEXUAL HARASSMENT POLICY CERTIFICATION

 ____________________________________________________ ("Contractor"),

having submitted a bid/proposal for the BERWYN PUBLIC LIBRARY – REPLACE THE
STAI RTREADS IN THE MAIN STAIRWELL – 2019: SUPPLY AND INSTALLATION,
hereby certifies that said Contractor has a written sexual harassment policy in place in full
compliance with 775 ILCS 5/2-105(A)(4).

Dated: ____________  Contractor: ________________________________

By: __________________________
(Authorized Agent of Contractor)

Title: ________________________________

STATE OF ILLINOIS
COUNTY OF ___________  SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby
certify that ____________________________ (Name of Signatory) appeared before
me this day in person and, being first duly sworn on oath, acknowledged that he/she
executed the foregoing certification as his/her free act and deed.

Dated: ____________  ____________________________________________

(Notary Public)

(NOTARY SEAL)
THIS AGREEMENT, made and concluded this ___ day of ________________, 2019, between the City of Berwyn, acting by and through the Mayor and City Council, known as the party of the first part, and ____________________________ his/their executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH THAT, for and in consideration of the payment and Agreements mentioned in the “Schedule of Prices”, included herein, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work for the Berwyn Public Library: Replace The Stair Treads In The Main Stairwell – 2019: Supply And Installation, in the penal sum of ____________________________, in full compliance with all of the terms of this Agreement and the requirements of the Engineer under it.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part:

ATTEST:

The CITY OF BERWYN

By: ____________________________

Thomas J. Pavlik, Clerk

Robert J. Lovero, Mayor

(SEAL)

Party of the Second Part:

__________________________________________

(Corporate Name)

__________________________________________

Secretary

President

(SEAL)
CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we ____________________, a Corporation organized under the laws of the State of __________, and licensed to do business in the State of Illinois as Principal, and ________________________, a Corporation organized and existing under the laws of the State of __________, with authority to do business in the State of Illinois, as Surety, certify that we are rated by A.M. Best to be "A-" or better, and are held and firmly bound unto the City of Berwyn, Cook County, State of Illinois, in the penal sum of ________________________, lawful money of the United States, well and truly to be paid unto said City of Berwyn, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written Contract with the City of Berwyn for the construction of the work for:

The Berwyn Public Library

Replace The Stair Treads In The Main Stairwell – 2019: Supply And Installation, which Contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to said Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or Corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this Bond shall inure to the benefit of any person, firm, company, or Corporation to whom any money may be due from the Principal, Subcontractor, or otherwise for any such labor, materials, apparatus, fixtures, or machinery so furnished, and that suit may be maintained on such Bond by any person, firm, company, or Corporation for the recovery of any such money.
NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said Contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to him for the purposes of constructing such work, and shall commence and complete the work within the time prescribed in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the said work shall have been accepted, and shall hold the Owner and the Engineer harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this shall be null and void; otherwise, to remain in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does herein waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ___________ day of ________________, 2019.

ATTEST: CORPORATE NAME ____________________________

______________________________________________
Secretary (SEAL)

______________________________________________
By ________________________________ President

SURETY ________________________________ (Attorney-In-Fact)

ADDRESS ________________________________
STATE OF _______)  
COUNTY OF _______) S.S.

I, ______________________, a Notary Public in and for said County, in the State aforesaid, do hereby certify that __________________ and __________________ to me personally known to be President and Secretary, respectively, of ______________________________, a Corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and Notarial Seal this _____ day of __________, 2019.

__________________________________________
(Notary Public)

STATE OF _______)  
COUNTY OF _______) S.S.

I, ______________________, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ________________________ (Attorney In Fact) who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for ______________________________ (Surety Company) appeared before me this day in person and acknowledged that he executed the foregoing instrument under authority given him as the free and voluntary act of said Surety, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of __________, 2019.

__________________________________________
(Notary Public)

Approved this _____ day of ____________ A.D., 2019.

______________________________
(CITY OF BERWYN)
(Owner)

ATTEST: By ______________________________
______________________________
Robert J. Lovero, Mayor

Margaret M Paul, Clerk
(MUNICIPAL SEAL)