

NOTICE TO BIDDERS AND INVITATION FOR BIDS

FOR THE REPLACEMENT OF THE ELECTRICAL SERVICE AT 113 TO 121 N. ADDISON ST.

RECEIPT OF BIDS

Sealed bids for the Replacement of the Electrical Service at 113 to 121 N Addison St. will be received by the City of Elmhurst, DuPage County, Illinois, until **10:00 a.m., Local Time, Friday, March 27, 2020**. Thereafter or as soon thereafter as is practicable, all bids received will be publicly opened and the bid prices read aloud. Sealed envelopes or packages containing two (2) hard copies of bids shall be addressed to: Office of the City Clerk, Elmhurst City Hall, 209 N. York Street, Elmhurst, IL, 60126, and shall be marked **“Sealed Bid: REPLACEMENT OF ELECTRICAL SERVICE AT 113 TO 121 N. ADDISON ST., Project# 20-27.”**

CONTRACT DOCUMENTS

Printed copies of bidding documents, consisting of bid proposals, project specifications, and project drawings are on file at the Office of the City Clerk, Elmhurst, Illinois, upon payment of a non-refundable charge of Five Dollars (\$5.00) (plus \$5.00 mailing charge if required) per set of bidding documents. An electronic version of the bidding documents is available free of charge by contacting the Office of the City Clerk via email at: amanda.melone@elmhurst.org with the subject, “REPLACEMENT OF ELECTRICAL SERVICE, 113 TO 121 N ADDISON ST, Project #20-27”. All proposals must be submitted in hard-copy on the forms provided and in compliance with the Instructions to Bidders. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The City of Elmhurst will in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any errors or omission in the plans or proposal.

Questions regarding plans and specifications shall be submitted to the office of the City Clerk by 4:30 PM on Monday, March 23, 2020. Answers to questions will be issued to all plan holders by 4:30 PM on Wednesday, March 25, 2020.

PRE-BID CONFERENCE

All contractors intending to submit a bid are **required** to attend the pre-bid conference. The mandatory **pre-bid conference will be held on Friday, March 20, 2020 at 10:00 a.m. at 117 N. Addison St., Elmhurst, Illinois, 60126.**

BID SECURITY

Each bid shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier’s check or a certified check payable to the City of Elmhurst for not less than five percent (5%) of the amount bid. The proposal guaranty checks of all, except the two lowest responsible bidders, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two lowest responsible bidders will be returned after the contract and the contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

RIGHT TO REJECT BIDS

The City of Elmhurst reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the City of Elmhurst.

AWARD OF CONTRACT

Unless all bids are rejected, the contract award will be made to the lowest responsive responsible bidder. In determining who the lowest responsive responsible bidder is, the City of Elmhurst will consider all factors which it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is. Bidders who are awarded a contract shall be required to provide a Labor and Material Payment Bond and a Performance Bond, each in the total amount of the contract sum upon execution of the contract.

PAYMENT OF PREVAILING WAGES

The general prevailing rate of wages in DuPage County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

Dated: This 11th day of March, 2020.

City of Elmhurst

Steven M. Morley, Mayor

James A. Grabowski, City Manager

**FOR THE REPLACEMENT OF ELECTRICAL SERVICES AT 113-121 N. ADDISON ST.
Project# 20-27**

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Attachments:

- Riser diagrams, demolition and new, (2 sheets)
- Engineering Specifications (64 pages)
- Attachment A – City of Elmhurst: General Terms and Conditions (1 page)
- DuPage County Prevailing Wages (1 page)

INSTRUCTIONS FOR BIDDERS

1. Preparation of Bids

a) Bidders shall follow all instructions contained herein and included in the Invitation for Bids and bid forms for submission of bids on the contract item for which bids are sought.

b) Bidders shall submit their bids in the manner required by the Invitation for Bids.

c) The Bidder must submit its proposal on the supplied Proposal form. Unless otherwise provided, all prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the bid form. When alternate bids are sought for a particular contract item, the alternates will be identified in the bid form. A bid on every alternate is required unless otherwise specifically provided. When required by the Invitation for Bids, the bidder shall indicate a unit price for each of the separate price items called for in the bid form. The bidder may be required to show the products of the respective quantities and unit prices in a space provided for that purpose, and a gross sum shown in the place indicated in the bid form as the summation of those products. All writing shall be in a permanent, non-erasable form, except the signature of the bidder, which shall be written in permanent, non-erasable ink. Proposals shall be free of erasures or interlineations. Proposals modified by erasures or interlineations will not be considered. Partial bids will not be considered.

d) Each bid shall be accompanied by a bid bond in the form provided by the City of Elmhurst with the bid form package. The bid bond shall be made and tendered by a surety acceptable to the City of Elmhurst in the amount stated in the Invitation for Bids. The City of Elmhurst will accept a bank cashier's check or a certified check in lieu of a surety bid bond.

e) Bidders before submitting their proposal, shall carefully examine the provisions of the contract documents, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and the wage rates applicable to the work, become fully informed as to the quality, quantity, cost, sources of supply, and time of delivery of the materials and equipment required and become fully acquainted with the detailed requirements of the construction.

f) The general prevailing rate of wages in DuPage County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

2. Certifications

Each bid shall be accompanied by a Bidder's Certification in the form provided by the City of Elmhurst with the bid form package. The Bidder shall certify the following:

a) **Illinois Taxes**

The Bidder shall certify that if it is a partnership, that it is, and its general partners are and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

b) **Bid Rigging**

The Bidder shall certify that, if it is a partnership, that it has, and its general partners have and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

c) **Educational Loan**

The Bidder shall certify that if it is an individual, that it is, if it is a partnership, its general partners are, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

d) **Payment of Prevailing Wages**

The Bidder shall certify that it has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

e) **Veterans Preference Act**

The Bidder shall certify that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

f) **Employment of Illinois Workers on Public Works Act**

The Bidder shall certify that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

g) **Drug-free Workplace**

The Bidder shall certify 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 Bidder'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, 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 Bidder'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 subparagraph (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

(D) Notifying the Department within ten (10) days after receiving notice under subparagraph (A)(3)b from an employee or otherwise receiving actual notice of such conviction;

(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.

h) **Human Rights Number**

The Bidder shall certify that at the time the Bidder submitted a bid on this contract, the Bidder had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

i) **Prohibited Interest in Contract**

The Bidder shall certify that:

(1) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Bidder, or

(2) if the Bidder's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Bidder, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Bidder, the Bidder has disclosed to the City in writing the name(s) of the holder of such interest.

j) **Gift Ban**

(1) The Bidder shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Bidder in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

(2) The Bidder shall certify that the Bidder has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan,

forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

k) Substance Abuse

The Bidder shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Bidder is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

l) Presidential Executive Order 13224

The Bidder shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

3. Experience

The Bidder shall provide at least three references to the City of Elmhurst of work successfully performed (preferably for municipalities), similar in nature to the proposed work, within the past three (3) years. Brochures, fact sheets, etc. may be submitted as appropriate to describe capabilities and features of the services proposed, experience, project approach, equipment, resource allocations or any other pertinent information. The following shall be provided for each project.

- 1) The project owner's name.
- 2) The name, address, telephone number and e mail address of the project owner's contact person.
- 3) The dollar value of work performed on the project.
- 4) The year the work was performed.

4. Delivery of Bids

Bids shall be sealed and submitted in the manner specified or allowed by the Invitation for Bids. When sent by mail, the sealed bid shall be addressed to the City of Elmhurst at the address and in care of the City of Elmhurst Clerk. All bids shall be delivered and received by the City of Elmhurst prior to the time and at the place specified in the Invitation for Bids. The date and time of receipt will be recorded. Bids will remain sealed and will be stored in a secure place until the date and time established for bid opening. Bids received after the time specified will be returned to the bidder unopened.

5. Change or Withdrawal of Bids

A bidder may change or withdraw a bid if written or in-person notice of the change or withdrawal is received by the Clerk's Office, before the time specified for submission of bids. No change or withdrawal is allowed after bid opening except as provided in Section 9 below. Changes must be initialed in ink by the bidder.

6. Combination Bids for Construction Contracts

a) A combination bid is a total bid received on two or more contract items. No combination bids other than those specifically established by the City of Elmhurst will be considered. Separate bid forms will be issued for each contract item in the combination. Bids may be submitted on the combination as well as on the separate contract items of the combination. The City of Elmhurst reserves the right to make awards on combination bids or separate contract item bids.

b) If a combination bid is submitted on two or more contract items, separate bids on each individual contract shall also be submitted, and unless separate bids are so submitted, the combination bid will not be considered. If the bidder intends to submit a combination bid, the bidder shall state, in the place provided in the bid form, the amount of the combination bid for the entire combination.

c) If a combination bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual bids, corrections will be made by the City of Elmhurst; and the amount of the combination bid will be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the combination bid submitted was to the sum of the gross sum bid submitted.

d) The following provisions govern combination bidding:

1) When a combination bid is submitted and awarded for two or more contract items, the combination bid price will be prorated against each contract item in proportion to the bid price submitted for each individual contract item.

2) Separate contracts will be executed for each individual contract item included in the combination.

3) The completion time for all contracts awarded on a combination bid will be the latest completion time designated in any of the contracts included in the combination, unless otherwise provided in the contracts.

7. Public Opening of Bids

Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. The name of each bidder and the price term of each bid will be read aloud and recorded in a tabulation of bids for each contract item advertised. After execution of the contract, the tabulation of bids in the total amount and unit price items, if applicable, of all bidders will be available for public inspection.

8. Consideration of Bids

a) After the bids are opened, read and recorded, the bids will be reviewed for responsiveness to the Invitation for Bids and conformity with all requirements prescribed in these Instructions. If unit prices are required, the bids will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices.

b) The right is reserved by the City of Elmhurst to reject any or all bids, to waive minor informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding information contained in a bid.

c) Reasons for rejection of all bids include, but are not limited to:

1) The object of the contract being procured is no longer required.

2) The contract provisions require amendment.

3) The solicitation did not provide for consideration of all factors of significance to the City of Elmhurst.

4) The bid prices exceed available funds or the bid prices exceed the anticipated estimate of costs to the extent that, in the judgment of the City of Elmhurst Manager, prices are unreasonable.

5) Evidence of collusion among bidders.

6) Actions or events beyond the control of the City of Elmhurst, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, would have an adverse effect on the completion of the anticipated contract.

d) Reasons for rejection of any individual bid include, but are not limited to:

- 1) More than one bid for the same contract item from a bidder under the same or different names.
- 2) Evidence of collusion among bidders.
- 3) Unbalanced bids in which the bid prices for some items are, in the judgment of the City of Elmhurst, out of proportion to the bid prices for other items.
- 4) If the bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- 5) If the bid form is other than that furnished or authorized by the City of Elmhurst, or if the form is altered or any part thereof is detached.
- 6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend, in the judgment of the City of Elmhurst, to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- 7) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 8) If the bid is not accompanied by the proper bid bond or substitute guaranty.
- 9) If the bid is prepared in any manner other than as indicated in these Instructions or the Invitation for Bids making the bid not responsive.
- 10) If the bidder:
 - (i) violated a material term of a prior contract with the City;
 - (ii) committed an act or omission which negatively reflects on the bidder's quality, fitness, or capacity to perform a contract with the City, any other public entity, or engaged in a pattern or practice which negatively reflects on same;
 - (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or
 - (iv) made or submitted a false claim against the City or any other public entity;
 - (v) provided false information to the City;

- (vi) been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
- (vii) been suspended or debarred by the United States through a federal agency;
- (viii) been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
- (ix) been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);
- (x) been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
- (xi) been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);
- (xii) has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);
- (xiii) been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (xiv) has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (xv) has a performance evaluation determined by the City to be unsatisfactory;
- (xvi) has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (xvii) has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the City;
- (xviii) has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts; or

- (xix) has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the bidder.

9. Mistakes

a) If a bidder claims a mistake in its bid, the bid may be withdrawn, provided the bidder claiming the mistake demonstrates to the City of Elmhurst with competent and reliable evidence:

1) that the claimed mistake is related to a material feature of the contract;

2) that the mistake would have serious, material consequences to the bidder such that enforcement of a contract would be unconscionable;

3) that the mistake occurred notwithstanding the exercise of reasonable care by the bidder; and

4) that the bidder has raised the claim of a mistake without delay in order to prevent the City of Elmhurst from altering its position in such a manner that loss to the City of Elmhurst would occur.

b) The City of Elmhurst reserves the right to correct obvious, apparent errors in bids. A bid may not be withdrawn if a mistake is apparent and the intended correct bid is clearly evident on the face of the bid. Examples of mistakes that may be clearly evident on the face of the bid include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

c) Mistakes claimed after execution of the contract will not be corrected.

10. Award after Bid Evaluation

a) Unless all bids are rejected, an award notification will be made to the lowest responsible bidder whose bid is responsive to and conforms to the requirements and criteria of the invitation. Tie bids will be decided by lot. All responsibility, responsiveness, and price factors are considered so as to select the bid most advantageous to the City of Elmhurst. An individual contract item advertised in an Invitation for Bids may state other, additional award and evaluation criteria that will be capable of objective consideration for award.

b) Responsibility of bidders will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Invitation for Bids:

1) The bidder shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations.

2) The bidder shall have a satisfactory record of performance as determined by the City of Elmhurst, including but not limited to, a sound record of integrity and business ethics.

3) The bidder shall be under no legal disability of any kind to contract with the City of Elmhurst.

4) The bidder shall have submitted all information requested by the Invitation for Bids concerning responsibility.

11. Time for Award

Unless the Invitation for Bids specifies a different time for bid acceptance, a notification of award will be made in writing dated within sixty (60) calendar days after the opening of bids.

12. Delay in Award

Should circumstances be encountered after the bid opening that may delay the award beyond the sixty (60) day or other advertised period, the responsive bidders may be requested to extend the bid acceptance period.

13. Binding Contract

a) Once an award has been made, the bidder is bound to perform according to the terms and conditions of the contract, the Invitation for Bids and these Instructions.

b) An approved contract executed by the City of Elmhurst is required before the City of Elmhurst is bound. An award may be canceled any time by the City of Elmhurst prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the City of Elmhurst, the best interests of the City of Elmhurst will be promoted.

14. Requirement of a Contract Bond

The successful bidder awarded a contract shall furnish the City of Elmhurst a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the City of Elmhurst, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the City of Elmhurst. Performance security for other contracts shall be as stated in the Invitation and contract.

15. Insurance Requirements

The successful bidder awarded a contract shall furnish and maintain the insurance coverage specified in the contract documents provided by insurance companies acceptable to the City of Elmhurst and authorized to transact business under the laws of the State of Illinois. The

insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City of Elmhurst will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in the contract documents.

16. Execution of Contract

a) The bid form submitted by the bidders may be in such a form that the signature of the bidder on the form is also the signature of the bidder for purposes of contract execution. In such circumstances, the City of Elmhurst will, after acceptance and approval of the bid for contracting purposes, execute the contract and return a copy to the bidder.

b) If the contract as bid requires additional execution by the bidder, the contract shall be executed by the successful bidder and returned, together with any required contract bond, within 15 days after the contract has been mailed to the bidder. Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder is cause for the cancellation of the award and the forfeiture of the proposal guaranty. If the contract is not executed by the City of Elmhurst within 15 days following receipt from the bidder of the properly executed contract and bond, the bidder shall have the right to withdraw the bid without penalty.

RETURN WITH BID

**PROPOSAL FOR THE
REPLACEMENT OF THE ELECTRICAL SERVICE, 113 TO 121 N. ADDISON ST., ELMHURST,
ILLINOIS, 60126**

The proposal of _____
(Contractor's Name)

For the Replacement of the Electrical Service at 113 to 121 N Addison St. in accordance with the contract documents and manufactures specifications.

2. The undersigned has, before submitting this proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the construction. By submitting this proposal the undersigned conclusively assures and warrants to the City of Elmhurst that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Bidders and agrees that the City of Elmhurst will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.

3. The undersigned agrees to provide submittals and samples within 14 calendar days of the acceptance of the proposal by the City of Elmhurst. Upon approval of submittals the work shall commence within 45 calendar days and shall then be complete within 21 calendar days unless an extension of time is granted in accordance with the specifications.

4. A proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the City of Elmhurst for not less than five percent (5%) of the amount bid accompanies this proposal.

5. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Bid Bond or proposal guaranty check shall be forfeited to the City of Elmhurst.

6. An executed Contractor's Certification on the form provided herein must accompany this proposal.

7. The undersigned submits the following schedule of prices covering the work for the Roof Replacement at the Elmhurst Public Works Complex as described in the contract documents and in accordance with the manufacturers specifications.

BID ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	To provide all labor, materials, supervision and management, disposal to replace the electrical services a 113 to 121 N Addison St. according to project plans and specifications.			
2	Deductive Alternate 1: credit to not install panel PA and associated 200A feeder and raceway at 117 N Addison. (The associated meter socket shall not be deducted)			

(If an individual):

Individual's Name

Street Address

City State Zip Code

Telephone Number

Signature of Individual Bidder

(If a partnership):

Partnership's Name

Street Address

City State Zip Code

Telephone Number

Signature of General Partner

(If a corporation):

Corporate Name

Street Address

City State Zip Code

Telephone Number

Name of President

Signature of President

Name of Secretary

Attest by Secretary:

PROPOSAL BID BOND

WE, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Elmhurst in the penal sum of 5% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the City of Elmhurst 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 City of Elmhurst acting through its Mayor and City Council for _____.

THEREFORE, if the proposal is accepted and a contract awarded to the Principal by the City of Elmhurst for _____, 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 Contract Documents, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the City of Elmhurst determines the Principal has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the City of Elmhurst acting through its City Manager 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 and their corporate seals to be hereunto affixed this _____ day of _____, 2020 A.D.

PRINCIPAL

Company Name

By: _____
Signature, Title

SURETY

Name of Surety

By: _____
Signature of Attorney-in-Fact

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____ and _____
(Names of individuals signing on behalf of PRINCIPAL and SURETY)
who are each personally 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, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2020.

Notary Public
My commission expires _____

CONTRACT

This Contract is made this ___ day of _____ 20___, between the City of Elmhurst, the City,
and _____ the Contractor for _____

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contractor's Certification and the Contract Bond, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work: Electrical Service Replacement at 113 to 121 N Addison St., Elmhurst. IL., performed in accordance with specifications described in the contract documents.
2. **Contract Sum.** The City shall pay the Contractor for the performance of the Work, at the unit prices set forth below:

BID ITEM	DESCRIPTION	TOTAL PRICE
1	Replacement of the Electrical Services at 113 to 121 N Addison St.	
2	Deductive Alternate 1: credit to not install panel PA and associated 200A feeder and raceway at 117 N Addison (The associated meter socket shall not be deducted).	

3. **Contract Time.** The Contractor shall provide submittals within 14 calendar days after the Award of Contract and shall subsequently commence work at within 45 days of acceptance of submittals unless an extension of time is granted in accordance with the Specifications.
4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services

performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

6. **Insurance.**

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001;
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, symbol 01 "any auto"
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

- b. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Statutory Workers' Compensation limits and as Employers' Liability limits of \$1,000,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 for each occurrence.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, lease, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a severability of interests clause or language stating 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.

(2) All Coverages

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

e. Acceptability of Insurers

The insurance carrier used by the Contractor shall have a minimum insurance rating of B+, VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the City before any work commences. The City reserves the right to request full certified copies of the insurance policies.

7. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

8. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: City Manager

b. If to Contractor:

Attn: _____

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

9. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

10. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: _____
(Name of Contractor)

By: _____
Steven M. Morley, Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:
By: _____
Amanda Melone, Deputy City Clerk

Attest:
By: _____
(Name of Officer Attesting), (Title or Office)

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
_____, and as such, hereby represent and warrant to The
(Name of Contractor)
City of Elmhurst, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (Drug-Free Workplace Act) will provide a drug-free workplace by:

- (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. 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;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: _____, 20____

Contractor:

By:

(Name of Owner or Officer)

(Title or Office)

CONTRACT BOND

_____, as Principal, and
(Name of Contractor)

_____ as Surety
are held and firmly bound unto the City of Elmhurst in the penal sum of
_____ (\$_____), lawful money of the
United States, well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves,
our heirs, executors, administrators, successors, jointly to pay to the City of Elmhurst this sum under the
conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Elmhurst for the performance of work on the contract for which this bond is given and 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 such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage 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 persons, 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 such 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 purpose 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 the performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and its City Council 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, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 20__ A.D.

PRINCIPAL

(Name of Contractor)

By: _____
(Name of Owner or Officer), (Title or Office)

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____ a Notary Public in and for said county, do hereby certify that

_____ of _____ and
(Name of Owner or Officer) *(Name of Contractor)*

_____ as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)* *(Name of Surety)*

who are each personally 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, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 20_____.

Notary Public

My commission expires _____, 20_____.

GENERAL REQUIRMENTS AND SPECIFICATIONS

GENERAL REQUIREMENTS

- A. Contract award shall be based on the quantities listed in the schedule of prices.

- B. Bid prices shall be based on working hours of Monday through Friday: 7:00 a.m. to 3:00 p.m.

- C. The Contractor will provide necessary training for the contractor's own workers to ensure compliance with all applicable safety standards during the installation. The Contractor and the Contractor's forces shall execute project work so as to mitigate any hazard for the Contractor's forces or any others on the premises.

SCOPE OF SERVICE

The Contractor shall provide a labor, materials, equipment, facilities, disposal, transportation and other services necessary to replace the electrical services at 113-121 N Addison St. Elmhurst as described in the attached plans and specifications.

ATTACHMENT A:**CITY OF ELMHURST: GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Elmhurst unless specifically provided otherwise on the front of this Purchase Order document.

ACCEPTANCE OF CONTRACT:

This purchase order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor. The City's placement of this order with Vendor is expressly conditioned upon Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this order.

AMENDMENTS:

No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

INSURANCE:

Where services are rendered, the Vendor shall first obtain and maintain throughout the term of this purchase order agreement, at its sole expense, insurance coverage as specified herein and shall not cancelled or modified it w/out 30 days written notice to the City. Prior to proceeding with any services proof of insurance must be provided with certificates covering the following areas.

Workers Compensation Insurance in the required statutory amounts and Employer Liability Insurance in amounts of not less than \$500,000 for each accident/injury and \$500,000 for each employee/disease. Commercial (Comprehensive) Liability Insurance (including contractual liability), with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined single limit, and \$2,000,000 excess liability coverage annual aggregate personal injury/property damage combined single limit.

Commercial (Comprehensive) Automobile Insurance, with minimum limits of at least \$1,000,000 for any one person and \$2,000,000 for any one occurrence of bodily injury or property damage in the aggregate annually will be provided.

The Vendor's Commercial General Liability and Comprehensive Automobile Liability Insurance will name the City, its officers, employees, and/or agents, as additionally insured parties. The Vendor's insurance company must also be licensed to do business in the State of Illinois and be rated by A.M. Best & Co. (or other such rating) as acceptable by the City Attorney.

RISK OF LOSS:

Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

INSPECTION:

Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the City. Where circumstances or conditions prevent effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods at a reasonable time subsequent to delivery.

PATENTS AND COPYRIGHTS:

In any case an article sold and delivered to the City hereunder shall be protected by any patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation of right under such patent or copyright.

COMPLIANCE WITH LAWS:

The Vendor certifies that it 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 or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations, OSHA, the Toxic Substance Disclosure to Employees Act and State and Federal EPA Statutory provisions and rules and regulations. All vendors shall supply to the City the Material Data Safety Sheets (MSDS) for items sold, in accordance with Illinois law.

The vendor represents that its agents, officers, employees, member of the board of directors, and persons owning or controlling 20 percent or more of the seller's outstanding shares have not, in the five years prior to this sale, been convicted, made an admission of guilt or entered a plea of nolo contendere of any of the following acts: committing or attempting to commit bribery, bid-rigging, price fixing, or defrauding a unit of government.

LAWS GOVERNING:

This contract shall be governed by and construed according to the laws of the State of Illinois. All applicable portions of the UNIFORM COMMERCIAL CODE as adopted by the State of Illinois shall govern contracts with the City of Elmhurst. The Vendor and City agree that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois and in all courts to which appeals may be taken therefrom.

MISCELLANEOUS PROVISIONS:

The Vendor shall have full control of the ways and means of performing the work which is the subject of this Contract and that the Vendor or his/its employees or representatives are in no sense employees of the City, it being specifically agreed that in respect to the City, the Vendor and any party employed by the Vendor bears the relationship of an independent contractor. The Vendor shall furnish any affidavit or certificate, in connection with work covered by this agreement as provided by law.

PAYMENT:

Payment shall be subject to the Illinois Local Government Prompt Payment Act. Two copies of the invoice shall be mailed to the attention of the Accounts Payable Division, City of Elmhurst, 209 N. York Street, Elmhurst, Illinois 60126.

Invoices shall include Vendors name and phone number, purchase order number and clearly list quantities, item descriptions and units of measures. When cash discounts are offered, the discount date shall begin with the invoice date or delivery, whichever is later. Invoice each purchase order separately.

TAX EXEMPTION:

The City of Elmhurst is exempt from Illinois Sales Tax under 35 ILCS 105/3-5(4). The City's Illinois Sales Tax exempt number is: (ID #E9997-4460-05.)

WARRANTY:

Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and that they will be free from defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

DELIVERY:

If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

All prices must be F.O.B. destination. Where specific purchase is negotiated F.O.B. shipping point, the Vendor is to prepay shipping charge and add to the invoice.

Packages shall be marked with complete delivery information including the purchase order number and name of supplier. Delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, for deliveries to City Hall, 209 North York Street; for all other locations, deliveries shall be made between 7:30 a.m. and 3 p.m. Monday through Friday, unless otherwise stipulated.

All vendors are specifically denied the right of using the name of the City of Elmhurst for public advertising.



PREVAILING WAGES

Information pertaining to Illinois' Prevailing Wage Laws and DuPage County prevailing wage requirements can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>