



**CITY OF ELMHURST**  
**209 NORTH YORK STREET**  
**ELMHURST, ILLINOIS 60126-2759**  
(630) 530-3000  
www.elmhurst.org

**SCOTT M. LEVIN**  
MAYOR  
**JACKIE HADDAD-TAMER**  
CITY CLERK  
**DAN CURRAN**  
CITY TREASURER  
**JAMES A. GRABOWSKI**  
CITY MANAGER

## **NOTICE TO BIDDERS**

**ADDENDUM #1**  
**PROJECT 22-07 - PROVISION OF CUSTODIAL SERVICES**  
**March 8, 2022**

NOTICE TO BIDDERS: Attached is Addendum #1 to the bid document for Project 22-07 - Provision of Custodial Services. The information provided in this addendum is herewith made part of the bid documents.

This addendum is made to provide clarification and/or additional information for the project and includes the following:

1. **Bid Packet Contents**, revised to reflect changes in page quantities.
2. **Specifications**, Section IV Cost Proposal, revised to include annual cost adjustments indexed to CPI. Section II corrected to include certain services at the buildings.
3. **Proposal** form is revised. The document is modified to include annual cost adjustments indexed to CPI. The document is modified to include early termination language.
4. **Contract** form is revised to include annual cost adjustments indexed to CPI and to correct Section 3, Contract Time.

The accompanying NOTICE OF RECEIPT must be submitted along with the bid.



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**NOTICE OF RECEIPT**

**ADDENDUM #1**  
**PROJECT 22-07 - PROVISION OF CUSTODIAL SERVICES**

The information in this addendum shall be made part of the bid documents for Project 22-07 - Provision of Custodial Services.

Bidders must sign this document and include it with their bid for the bid to be considered complete.

**BIDDER STATEMENT:**

I confirm that I have received Addendum #1 and have incorporated the information therein into the bid documents.

---

Bidder's Signature

Date

---

Printed Name

---

Name of Bidding Firm

**FOR THE PROVISION OF CUSTODIAL SERVICES  
Project# 22-07**

**Bid Packet Contents**

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Attachments:

- Attachment A – City of Elmhurst: General Terms and Conditions (1 page)
- DuPage County Prevailing Wages (1 page)
- Exhibit 1—City Hall Floor Plan (2 pages)
- Exhibit 2- Police Department Floor Plan (3 pages )
- Exhibit 3 - Public Works Floor Plan (1 Page)

- Exhibit 4 - Wastewater Treatment Plan (2 pages )
- Exhibit 5 - History Museum Floor Plan ( 3 pages )
- Exhibit 6 - Education Center Floor Plan (1 page)
- Exhibit 7 - Metra Station Floor Plan (1 page)

**CITY OF ELMHURST - PROVISION OF CUSTODIAL SERVICES**

**PROJECT 22-07**

**GENERAL REQUIREMENTS AND SPECIFICATIONS**

**I. SCOPE OF SERVICE**

- A.** The Scope of Service includes daily and periodic services listed in section III at Elmhurst City Hall, Police Department, Public Works Building, Wastewater Treatment Plant, History Museum, Education Center and Metra Station as described in these Specifications.
- B.** Contractor will provide all labor, training, supervision, inspection and verification, transportation, equipment, cleaning chemicals, paper products, trash bags and other consumables to provide the described services.
- C.** Holidays: City recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Holidays that fall on a weekend are recognized on another weekday specified by the City.
  - 1) Custodial Services are not required at City Hall, Public Works Building and Wastewater Treatment Plant on recognized holidays.
  - 2) The Police Department is required to be serviced six days a week regardless of any holiday schedule.
  - 3) The Metra Station is required to be serviced five days a week regardless of any holiday schedule.
  - 4) The Museum and Education Center: if the regularly scheduled cleaning day falls on a holiday service will be rescheduled to another day during the same week as mutually agreed upon between the City and the Contractor.
- D.** All work will be done using the least-aggressive means needed to achieve the desired results while not damaging building finishes.

**II. PROJECT WORK:** The Contractor shall provide all labor, supervision, training, materials, equipment, tools and transportation to execute the described work in section III.

- A.** 1) Work includes all toilet rooms, lobbies, corridors, offices, conference spaces in the noted buildings. See floor plans for more detail.
  - 2) Cleaning of mechanical spaces, shop spaces, storage rooms, shooting range, dedicated network rooms is not included.

**B.** Performance of Service: The Contractor will perform custodial maintenance duties at the buildings as specified below during the prescribed time frames.

- 1) **City Hall Building**, 209 N. York Road, Five day per week service, Monday through Friday (not including City of Elmhurst recognized holidays). Custodial work is permitted between the hours of: 10:30 p.m. – 8:00 a.m.

## CUSTODIAL MAINTENANCE SPECIFICATIONS 22-07

- a) Perform daily, weekly, monthly and annual cleaning of offices, corridors, stairs, conference rooms, lobby, entries, restrooms and lunch rooms.
  - b) Council Chambers may be cleaned once weekly on Friday in anticipation of Monday meetings plus two additional services per month according to the special events schedule.
- 2) **Police Station**, 125 E. First Street, six days per week service,  
Scheduled: Monday through Saturday (10:30 p.m. – 7:00 a.m.)
- a) Perform daily, weekly, monthly and annual cleaning of offices, corridors, conference rooms, lunch and break rooms, lobby, entries, stairs, holding area, restrooms and locker rooms.
- 3) **Public Works Building**, 985 S. Riverside Drive,  
Monday through Friday (between the hours of: 4:30 p.m. – 5:00 a.m.)
- a) Perform daily, weekly, monthly and annual cleaning of offices, ready areas, corridors, conference rooms, lobby, entries, restrooms and locker rooms.
- 4) **Wastewater Treatment Plant**, 625 S. Rt. 83, five days per week,  
Monday through Friday (between the hours of: 4:30 p.m. – 5:00 a.m.)
- a) Perform daily, weekly, monthly and annual cleaning of offices, corridors, conference rooms, lobby, entries, restrooms, break rooms and locker rooms.
- 5) **Historical Museum**, 120 E. Park Ave., two days per week,  
Monday and Thursday (between the hours of: 9:00 a.m. - 4:00 p.m.), subject to adjustment due to holidays.
- a) Perform daily, weekly, monthly and annual cleaning of offices, corridors, conference rooms, lobby, stairs, entries, restrooms, break rooms.
- 6) **Historical Museum Education Center**, 120 S. Palmer Drive, one day per week,  
Tuesday (between the hours of: 9:00 a.m. - 4:00 p.m.), subject to adjustment due to holidays.
- a) Perform daily, weekly, monthly and annual cleaning of offices, corridors, conference rooms, lobby, entries, restrooms and break rooms.
- 7) **METRA Station**, 120 W. First Street,  
Monday through Friday (start time is 7:00 p.m.)
- a) Work includes the lobby and public and private toilet rooms. The Metra ticket office and coffee shop are not included.
  - b) Metra Station work includes locking the building upon arrival at 7 P.M.**

### III. CUSTODIAL SERVICES AND EXPECTATIONS

**A. Required Daily Services:** Perform the described tasks in the service areas at the prescribed frequencies:

- 1) Observe and report any broken or defective plumbing, lights, partitions, etc. to Building Maintenance.
- 2) Trash: Empty all building waste and recycling containers in service areas and replace with clean trash bags. Wash soiled containers.
- 3) Common areas (entries, lobbies, stairs, corridors):
  - c) Drinking fountains to be sanitized kept clean, free of water spots, lime deposits and other foreign matter, and polished to a streak-free appearance.

## CUSTODIAL MAINTENANCE SPECIFICATIONS 22-07

- d) Vacuum carpet daily to remove all foreign matter and maintain a freshly vacuumed appearance of all carpet. Take special care to vacuum along edges, in corners, and under chairs, tables and wastebaskets.
  - e) Spot-clean carpet spills and stains as necessary.
  - f) Dust ledges, railings and other horizontal surfaces.
  - g) Mop hard floors using a no-residue neutral cleaner to avoid soil build up, leaving a streak free shine. Use an automatic scrubber at least monthly to polish and remove residue. Mop and scrub under moveable mats, furniture and wastebaskets.
  - h) Keep baseboards clean and free of dust and cobwebs.
  - i) Spot clean walls as needed.
  - j) Glass, including entries and City Hall glass guard rail- spot clean or wash to keep entrance doors, sidelights and transom glass and window frames clean - interior & exterior up to 10'.
  - k) Dust mop / sweep hard surface floor area and stairs.
  - l) Spot wet-mop hard floors with a neutral cleaner as needed. Clean hard floors with automatic floor scrubber as needed, no less than monthly
  - m) Vacuum entrance & lobby matting
- 4) Offices and conference rooms:
- a) Vacuum daily to remove all foreign matter and maintain a freshly vacuumed appearance of all carpet. Take special care to vacuum along edges, in corners, and under chairs, tables and wastebaskets.
  - b) Spot-clean carpet spills and stains as necessary.
  - c) Keep baseboards, ceilings and horizontal surfaces clean and free of dust and cobwebs.
  - d) Spot clean walls as needed.
  - e) Clean dry-erase surfaces and marker rails.
  - f) Clean counters, tables, door knobs and other touch points with disinfecting cleaner allowing prescribed dwell time. Clean to a streak-free appearance.
  - g) Keep cabinets, doors, furniture, table legs, chairs, cubicles and worksurfaces clean, free of dust and soil free. Custodians may not move papers or personal items of City employees for cleaning. From time-to-time City staff will move items to allow for cleaning on the next scheduled service.
  - h) Spot clean glass sidelights, door glass and cubicle glass
- 5) Break rooms/ Lunchrooms/kitchenettes:
- a) Clean exterior of appliances and sanitize touch points including ice machines, refrigerators, coffee makers, microwaves. Clean and sanitize interior of microwaves.
  - b) Treat water spots and lime stains on sinks and faucets with cleaner or delimer as needed
  - c) Clean sinks, faucets, counters, tables, door knobs, appliances and other touch points with disinfecting cleaner allowing prescribed dwell time.
  - d) Keep cabinets and furniture clean and soil free.
  - e) Fill paper products
  - f) Mop hard floors using a no-residue neutral cleaner to avoid soil build up.

## CUSTODIAL MAINTENANCE SPECIFICATIONS 22-07

- g) Vacuum carpeted areas daily to remove all foreign matter and maintain a freshly vacuumed appearance of all carpet. Take special care to vacuum along edges, in corners, and under chairs, tables and wastebaskets.
  - h) Spot-clean carpet spills and stains as necessary.
  - i) All surfaces shall be left streak-free.
  - j) Keep baseboards, ceilings and horizontal surfaces clean and free of dust and cobwebs.
  - k) Spot clean walls as needed.
- 5) Toilet rooms and showers:
- a) Sweep floor.
  - b) Remove foreign material and clean inside of toilet bowls and urinals with non-acid bowl cleaner following product instructions. An acid bowl cleaner may be used infrequently when needed to remove stains inside urinals and toilets.
  - c) Treat toilet and urinal exterior with disinfectant-cleaner following product directions and allowing prescribed dwell time. Do not cross-contaminate towels or other cleaning tools used in toilets and urinals with other parts of the room.
  - d) Dust toilet partitions, dispensers. Wipe down as needed.
  - e) Treat water spots and lime stains on fixtures, shower walls faucets and flush valves with tile cleaner or delimer as needed
  - f) Clean sinks, faucets, flush valves, counters, shower walls, latches, door knobs, and other touch points with disinfecting cleaner allowing prescribed dwell time and leaving all surfaces with a streak-free shine.
  - g) Fill paper products. Product must be in a dispenser and may not be left loose.
  - h) Mop floors using a no-residue cleaner to avoid soil build up in grout lines and on abrasive floors.
  - i) Police Department holding area and cells; Area requires daily disinfection in addition to other tasks.
- 6) Elevators:
- a) Clean elevator doors and walls inside and out on all floors and apply a quality polish on stainless steel surfaces to maintain a soil free, streak free appearance.
  - b) Wipe buttons and other touchpoints with a disinfectant cleaner according to the manufacturer's instructions.
  - c) Mop hard floors using a no-residue neutral cleaner to avoid soil build up and maintain a streak-free appearance.
  - d) Vacuum debris from door floor tracks at each floor.
- B. Required Weekly Services - services will be provided on a regular weekly schedule.**
- a) Fill floor drain traps in restrooms
- C. Required semi-annual service - service must be scheduled in advance with the City. Service will generally take place during overnight hours or weekends around building schedules.**



## CUSTODIAL MAINTENANCE SPECIFICATIONS 22-07

1. Carpet cleaning - using commercial grade chemicals and extraction equipment, clean carpet in all service areas, cleaning under readily moveable furniture and equipment. Coordinate with the City to move hard to move furniture and equipment.
  2. Scrub all grouted-tile floors and baseboards - scrub tile floors using a stiff brush with a quality tile cleaner and following manufacturer's instructions. Rinse with clear water and extract.
- D. Required annual service - service must be scheduled in advance with the City. Service will take place during overnight hours or weekends around building occupied times.**
1. Window cleaning -- Clean all exterior windows inside and out to a streak--free shine. Remove and clean widow screens, where present.
  2. Floor finishing - refinish hard floors
    - a) Chemically and mechanically strip the finish from 1/3 of the total area of terrazzo, resilient and other hard floors, deep scrub the remaining 2/3 of floors. Rotate services so that over the three-year contract all floors will have been stripped. Care shall be taken to remove any floor finish from baseboards.
    - b) Thoroughly rinse and neutralize floor.
    - c) Apply a high-quality floor finish per manufacturer's instructions but applying no less than three coats on scrubbed floors, five coats on stripped floors. Note that some terrazzo floors may be cementitious and require a specific product for finishing. Care shall be taken to mask or otherwise protect floor finish from being applied to baseboards.

### **IV. COST PROPOSAL:**

- A.** The 2022 contract year shall run from September 1, 2022 to August 31, 2023; the 2023 contract year shall run from September 1, 2023 to August 31, 2024; the 2024 contract year shall run from September 1, 2024 to August 31, 2025. Provide prices on the Cost Proposal form.
- B.** Bid prices shall establish the base price for the first year of the agreement. In subsequent years of the agreement, base prices established in the first year of the agreement shall be increased or decreased on the anniversary of the agreement according to the Consumer Price index.
- C.** Hourly Rate: Propose an hourly rate for work requested by the City that is outside the scope of the contract.

### **V. QUALITY CONTROL:**

- A.** Custodians should be trained in proper cleaning methods and chemical use. The proposer should have an established training program for their custodian employees.
- B.** Inspections. The contractor will conduct a quality control inspection at least monthly in all of the areas under contract. Such inspection will include a checklist of the items listed as daily, weekly, monthly and annual tasks and will be conducted a designated Quality Control Inspector. The contractor shall act immediately to address any deficiencies. Inspection frequency shall be increased in areas of complaints until the issue causing the complaint is resolved.

## CUSTODIAL MAINTENANCE SPECIFICATIONS 22-07

- C. Notice of inspections or an inspection schedule shall be provided to the City of Elmhurst's Facilities Management Division in advance. At the City's option, a representative of Facilities Management may participate in the inspection. A written report of the inspection will be provided to the City of Elmhurst.
- D. The Quality Control Inspector shall be an individual versed in the specifications of the contract and in cleaning and building maintenance practices in general. The Inspector should be a manager or supervisor of the contractor and may not be the custodian.

### **VI. SAFETY, SECURITY AND APPEARANCE:**

- A. Before being permitted to work in City buildings, the Contractor's employees performing work in must submit to and pass a background check by City.
- B. Custodians working under this contract will be working in occupied public buildings and always must act to protect the public, City employees and themselves from preventable hazards.
- C. The custodian shall present a professional appearance and shall comport themselves in all interactions with the public and City staff so as to foster and maintain an image of professionalism and public service.
- D. The custodian's attire should be professional and task-appropriate and shall prominently display the name or logo of the Contractor.
- E. The contractor shall provide proper and appropriate Personal Protective Equipment (PPE) to custodial staff along with training in PPE use, "Right-to-Know" and other laws, regulations and industry practices.
- F. The custodian shall immediately make the Facilities Management Division aware of icy walkways, vandalism, defects in fire extinguishers, lighting, elevators or other hazardous or potentially hazardous conditions.
- G. SDS. The contractor will keep an up-to-date volume of Safety Data Sheets (SDS) for all materials to be used in the cleaning of City of Elmhurst facilities and will make these SDS records readily available for City of Elmhurst inspection or emergency use.
- H. Custodial staff must participate in building security. Closed buildings must remain locked. Custodian is responsible for locking the Metra station daily at 7PM, Monday through Friday.
- I. Only those scheduled to work may be present in City buildings during work times. No guests of the custodian are permitted.
- J. Custodians must observe all other City policies and procedures regarding safety and security.

### **VII. Invoicing and Prohibition on Subcontracting:**

- A. Contractor shall invoice the City for all services on a monthly basis. Invoices shall be broken down by building and shall separately list regular services and additional services.
- B. All work must be performed by the contractor's own employees. Subcontracting is not permitted without the express prior approval of the City.
- C. Certified Payroll, when Prevailing Wage applies, or employee timesheets, for all hours worked, must be submitted with invoices.

## CUSTODIAL MAINTENANCE SPECIFICATIONS 22-07

- D. Additional services will be performed upon the acceptance by the Superintendent of Facilities Management of a Statement of Work from the Contractor with an estimate of costs, to be billed at the hourly rates in the Cost Proposal.

### **VIII. Definitions:**

- A. Proposer, Respondent, Contractor: The firm engaged in providing custodial services and providing a proposal in response to this RFP.
- B. City: The City of Elmhurst, Illinois.
- C. Custodian: an employee of the Contractor performing the actual custodial work who is well versed in cleaning chemical use and cleaning expectations.
- D. RFP: Request For Proposal.

**RETURN WITH PROPOSAL**

**COST PROPOSAL FOR THE  
FOR PROVISION OF CUSTODIAL SERVICES, ELMHURST, ILLINOIS, 60126**

1. The proposal of \_\_\_\_\_  
*(Contractor's Name)*

For the Provision of Custodial Services in accordance with the contract documents and 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. This agreement may be terminated by the City of Elmhurst upon 30 days written notice.

4. The undersigned agrees to commence on September 1, 2022 unless an extension of time is granted in accordance with the specifications.

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

6. A complete submission also includes the bid bond and other documents listed in the Proposal Submission and Evaluation section.

7. The undersigned submits the following schedule of prices covering the work for the Provision of Custodial Services as described in the contract documents.

<b>Bid Item</b>	<b>Description - <u>First 12 Months</u> September 1, 2022 through August 31, 2023</b>	<b>Base Monthly Cost</b>	<b>Base Annual Cost</b>
1	City Hall		
2	Police Station		
3	Public Works Building		
4	Wastewater Treatment Plant		
5	History Museum		
6	History Museum Education Center		
7	Metra Train Station		
	Total Annual Cost		\$
8	Hourly Rate for Additional Services		

**Second 12 Months**, September 1, 2023 to August 31, 2024: During the Second 12 Months of the contract, base prices from First 12 Months shall increase (or decrease) by the annual inflation percentage value as measured by U.S. Bureau of Labor Statistics - Consumer Price Index - U for the Chicago-Naperville-Elgin area - all items, for the year ending July 31, 2023.

**Third 12 Months**, September 1, 2024 to August 31, 2025: During the Third 12 months of the contract, prices from Second 12 Months shall increase or decrease by the percent annual inflation value as measured by U.S. Bureau of Labor Statistics - Consumer Price Index - U for the Chicago-Naperville-Elgin area - all items, for the 12 month period ending July 31, 2024.

**(If an individual):**

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Individual's Name

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Street Address

---

City                      State                      Zip Code

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Telephone Number

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***Signature of Individual Bidder***

**(If a partnership):**

---

Partnership's Name

---

Street Address

---

City                      State                      Zip Code

---

Telephone Number

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***Signature of General Partner***

**(If a corporation):**

---

Corporate Name

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Street Address

---

City

State

Zip Code

---

Telephone Number

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Name of President

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***Signature of President***

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Name of Secretary

**Attest by Secretary:**

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## 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: Provide Custodial Services at the City of Elmhurst 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 - <u>First 12 Months</u> September 1, 2022 through August 31, 2023	Base Monthly Cost	Base Annual Cost
1	City Hall		
2	Police Station		
3	Public Works Building		
4	Wastewater Treatment Plant		
5	History Museum		
6	History Museum Education Center		
7	Metra Train Station		
	Total Annual Cost		\$
8	Hourly Rate for Additional Services		

**Second 12 Months**, September 1, 2023 to August 31, 2024: During the Second 12 Months of the contract, base prices from First 12 Months shall increase (or decrease) by the annual



inflation percentage value as measured by U.S. Bureau of Labor Statistics - Consumer Price Index - U for the Chicago-Naperville-Elgin area - all items, for the year ending July 31, 2023.

**Third 12 Months**, September 1, 2024 to August 31, 2025: During the Third 12 months of the contract, prices from Second 12 Months shall increase or decrease by the percent annual inflation value as measured by U.S. Bureau of Labor Statistics - Consumer Price Index - U for the Chicago-Naperville-Elgin area - all items, for the 12 month period ending July 31, 2024.

3. **Contract Time.** The Contractor shall commence work on September 1, 2022 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 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. **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.

6. **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.

7. **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.

8. **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.

9. **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: \_\_\_\_\_  
Scott M. Levin, Mayor

By: \_\_\_\_\_  
*(Name of Owner or Officer), (Title or Office)*

Attest:  
By: \_\_\_\_\_  
Jackie Haddad-Tamer, City Clerk

Attest:  
By: \_\_\_\_\_  
*(Name of Officer Attesting), (Title or Office)*