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# WILMETTE PARK DISTRICT

Bid Packet and Specifications

## 2023 CENTENNIAL EXTERIOR DOOR REPLACEMENT



**Pre-Bid Meeting: Wednesday, March 22, 2023 at 12:30 pm**

**Bid Submission Deadline: Friday March 31, 2023 10:00 am via email**

**Bid Opening: Friday, March 31, 2023 at 10:00 am via Zoom**

**Kristi Solberg, Superintendent of Parks and Planning  
Wilmette Park District  
3555 Lake Ave  
Wilmette, Illinois 60091**

**Telephone: (847) 256-9639**

**Email: [ksolberg@wilpark.org](mailto:ksolberg@wilpark.org)**

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## I. ADVERTISEMENT TO BID

The WILMETTE PARK DISTRICT does hereby invite sealed bids for **2023 Centennial exterior door replacement**.

Bids will be received until **Friday, March 31st, 2023, at 10:00 am** emailed to [ksolberg@wilpark.org](mailto:ksolberg@wilpark.org). Immediately thereafter, all bids will be publicly opened and read aloud via Zoom. Zoom details provided in March. The scope of work includes removal and replacement of exterior doors. Contractors bidding on the project must have a minimum of 5 years of applicable experience. A **MANDATORY** pre-bid meeting will be held on Wednesday, March 22nd, 2023 at 12:30 pm at the Centennial Recreation Complex, 2300 Old Glenview Road, Wilmette, IL 60091.

The Wilmette Park District (“Owner” or “Park District”) reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. No oral or telephone proposals or modifications will be considered. A Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects. No bids shall be withdrawn after the opening of the bids for a period of thirty (30) days after the bid date opening.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

The Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the Work will be drawn in compliance with said law, and proposals should be prepared accordingly and provide for payment of all laborers, workmen and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker or mechanic.

The Contractor(s) selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by cashier’s check or bid bond payable to the order of the Wilmette Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Wilmette Park District encourages small and minority businesses and women’s business firms to submit bids on the approved project and successful contract bidders to utilize small and minority businesses and women’s businesses as sub-contractors for supplies, equipment, services, and construction.

## II. INVITATION TO BID

**Date: March 16, 2023**

**Re: 2023 Centennial Exterior Door Replacement Bid**

Dear Bidder:

Enclosed you will find the scope of work and other bidding materials for the 2023 Exterior Door Replacement at the Wilmette Park District.

All pertinent information is included in the Scope of Work. A **MANDATORY** pre-bid meeting will be held at the Centennial Recreation Center, 2300 Old Glenview Road, Wilmette, IL 60091 on Wednesday, March 22nd at 12:30pm. Bidders are required to visit and examine all of the sites independently to examine conditions prior to submitting bids. We look forward to receiving your Bid Proposal and working together with you on this project.

If you have further questions or need to meet at the site, please contact me at 847-256-9639 or [ksolberg@wilpark.org](mailto:ksolberg@wilpark.org).

Sincerely,

Kristi Solberg  
Superintendent of Parks and Planning  
Wilmette Park District

### **III. INSTRUCTIONS TO BIDDERS**

For the purpose of these specifications, "Owner" shall refer to the Wilmette Park District, and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the Contract Documents.

#### **1. PLANS AND SPECIFICATIONS**

Plans and specifications are available by contacting Kristi Solberg, Superintendent of Parks and Planning, 847-256-9639.

#### **2. PROPOSAL FORM**

Bidders shall submit the proposal form provided electronically via email to [ksolberg@wilpark.org](mailto:ksolberg@wilpark.org). Bids for 2023 Centennial Exterior Door Replacement shall be received at or before 10:00 am on March 31st, 2023 at which time they will be publicly opened via Zoom.

#### **3. ACCEPTANCE OR REJECTION OF BID**

The Wilmette Park District will accept or reject bids within thirty (30) days after analysis of the proposals, and reserves the right to accept or reject any or all bids, to combine or separate any section of work, or to add or delete items in the bid if it is in the best interest of the District.

#### **4. BIDDER EXPERIENCE**

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications, must have a minimum of five (5) years' experience replacing exterior doors and must be able to demonstrate that adequate personnel and equipment are available to perform the work. The Contractor shall submit with the bid proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

#### **5. EXAMINATION OF SITES AND MAPS**

Before submitting a proposal, bidders shall carefully examine the maps and specifications, visit the sites, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the sites and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to their bid. By submitting a bid, the bidder warrants that he / she has examined the sites, specifications, and maps, and that where the specifications require that a given result be produced, the specifications and maps are adequate and the required result can be produced using the specifications and maps.

#### **6. LIENS**

Waivers of lien shall be submitted with all payment applications. Waivers shall be supplied from all subcontractors and suppliers involved in the contract work. Neither final payment nor any

part of the retained percentages shall become due until the contractor delivers to the Owner a complete release of all liens arising out of this contract.

#### **10. ASSIGNMENT AND SUBCONTRACTORS**

The Contractor shall not assign any part of this contract, or award any work under this contract to any Subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.

#### **8. INSURANCE**

**NOTE: Bidders' attention is directed to the insurance requirements set forth in the Contract Documents and below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. General Liability coverage.
2. Automobile Coverage.
3. Workers' Compensation insurance as required by statute and Employers Liability Insurance.

**B. Minimum Limits of Insurance.** See Special Conditions.

**C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retention's must be declared to and approved by the District. At the option of the District either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. Regarding General Liability and Automobile Liability Coverage
  - a. The District, its officers, officials, employees and volunteers, its officers, 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, including the

insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.

- b. The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers or agents shall be 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 to the District, its officers, officials, employees, volunteers, or agents.
- d. 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. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the District.

3. All Coverage

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

**E. Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

**F. Verification of Coverage.** Contractor shall furnish the District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**G. Subcontractors.** Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**H. Indemnification Clause.** Contractor shall protect, defend, indemnify and hold harmless, the Wilmette Park District their officers, employees, and agents from and against all claims, actions, suits, judgments, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising out of:

1. Contractor's performance of, or failure to perform, the work in accordance with the terms of the Contract.
2. Infringement (actual or claimed) on patents, copyrights or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
3. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of property, including the loss of use thereof;
  - a. caused in whole or in part by any act, error or omissions by Contractor, subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder,
  - b. Arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks and property adjacent thereto;
  - c. Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

**I. An endorsement containing the following:** "Solely as respects to work done by and on behalf of the named insured for the Wilmette Park District, it is agreed that the Wilmette Park District, its officers, officials, employees, volunteers, and agents added as additional insured under this policy."

## **9. FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS**

In the event the Contractor does not comply with any provision of the Illinois Prevailing Wage Act, Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Contractor agrees to the following:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.



**10. EMPLOYMENT OF ILLINOIS WORKERS**

The Wilmette Park District is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act, Illinois Revised Statutes, Chapter 48; Paragraph 2201, et seq. Contractor shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Act, and any rules or regulations promulgated by the State of Illinois with regard to the Act will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

**11. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

The Contractor shall not discriminate on the basis of disability, and shall comply with pertinent sections of the Americans with Disabilities Act.

**12. EXTRA WORK AND CHANGES IN THE WORK**

After the award of the contract, the Contractor shall be advised who the Owner's Representative shall be on this project. The Owner, without invalidating the contract, may order extra work or make changes in the work, contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. All such changes shall be agreed to and recorded in writing. In giving instructions, the Owner shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the proposed work, but otherwise, except in an emergency endangering life or property, no extra charge or change shall be made unless authorized by the Owner, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all change orders requiring an extra charge must be signed by all parties indicated. Contractor shall honor the average costs submitted. The Owner reserves the right to contract with any person or firm other than the contractor for any or all extra work. The Contractor's attention is especially called to the fact that he or she shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

Park District reserves the right to terminate service to any, and all, park sites listed upon written or verbal notice for any reason.

**13. PAYMENT**

Contractor will submit invoices after the work is completed.

**14. SCHEDULE OF WORK**

Unless otherwise directed by The Owner, The Contractor may commence in the month of March.

**15. WORK HOURS**

Work hours shall be between 7:00 am and 6:00 pm Monday through Friday. Scheduled activities may restrict work hours at select locations. All work shall be completed between these hours unless other arrangements are made with the Park District in advance.

**16. GUARANTEE**

Should any dispute arise as to the quality of workmanship, the decision shall rest strictly with the Owner. Neither the final payment nor any provision in the contract document, shall relieve the Contractor of the responsibility for negligence, faulty equipment or workmanship within the extent and period provided by law. Upon written notice, the contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

**110. COMPLIANCE WITH ALL LAWS**

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

**IV. GENERAL CONDITIONS**

**1. TERMS**

"Owner" shall refer to the Wilmette Park District. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents.

**2. LAWS AND PERMITS**

Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor. Contractor shall perform all work and use only those materials conforming to city, county, state and federal codes regarding health, safety and welfare. Prior to beginning the work, Contractor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work.

### **3. INTENT OF CONTRACT DOCUMENTS**

The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

### **4. MAPS & SPECIFICATION DIMENSIONS**

Maps and specifications included. Contractor responsible for measuring and verifying sizes and quantities. When figures have been omitted, or when a marked discrepancy exists, the question shall be referred to the Owner's Representative for a final decision or interpretation.

### **5. ERRORS AND DISCREPANCIES**

If the Contractor, during work, finds discrepancies between the specifications and the physical conditions or any errors or omissions, it shall be his/her duty to notify the Owner immediately. Owner shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractors risk.

When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. The owner shall not be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

### **6. CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS**

Contractor shall have a complete copy of specifications and maps at the work site whenever work is in progress. All work and materials shall be open to the inspection of the owner at all times.

### **10. SUBCONTRACTORS AND SUPPLIERS**

Contractor shall provide a list of subcontractors to the owner for approval prior to commencing the work. Approval is at the discretion of the owner. When any subcontractor fails to perform the work in accordance with the Contract, Contractor shall terminate such subcontractor upon written notice. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Contractor shall not let or transfer this contract or any part thereof without the written consent of the owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

**8. OWNER'S RIGHT TO DO WORK**

The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the work with other work.

**9. ALTERATIONS, EXTENSIONS AND DEDUCTIONS**

The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

Alterations, extensions and deductions resulting in additional charges shall be authorized by a written change order issued the owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

In the case of work specified by the Owner to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Unit Prices in the bid proposal, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than thirty-five percent (35%).

**10. DISCHARGE OF EMPLOYEES**

When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Owner's Representative may suspend the work.

**11. USE OF SITE**

No storage allowed.

**12. WORK SITE SAFETY**

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is

responsible for protecting public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.

Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during contracted work.

Contractor shall have no claim against the Owner because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

When Owner's Representative deems any operation, condition or practice to be unsafe, Contractor shall take corrective action before affected work is resumed. Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval and under the direction of Owner's Representative: Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during contracted work is subject to replacement at Contractor's expense. Contractor shall protect the Owner's employees and the public by properly operating equipment and providing other suitable methods for the protection of said persons.

### **13. LABOR, EQUIPMENT AND METHODS**

Contractor shall at all times employ sufficient labor and equipment for prosecuting the work in the manner and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

### **14. REMEDIATION OF DEFECTIVE WORK**

The owner may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship without additional cost to the Owner. When Contractor fails to correct condemned work, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.

Nothing in this Contract shall be construed to mean that the Owner waives the right to later complain about defective workmanship even after final acceptance.

**15. TERMINATION OF CONTRACT**

If the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

If the contractor fails to comply with any provision of this contract, the owner shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within 3 days after the delivery of such notice, the failure to comply shall become a breach of contract and the Park District may exercise all available remedies, including but not limited to termination.

**16. CLEANING UP**

Before leaving a site at the end of the day or upon completion, Contractor shall remove all related debris and blow or sweep off fine debris from existing sidewalks, trails and parking lots at each site in accordance with the contract.

**110. PAYMENT**

The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the work or due to an issue unresolved by the Contractor in accordance with the contract.

The Wilmette Park District pays invoices on the third Friday of each month. In order to receive payment in the same month, all invoices should be submitted to the owner fifth day of the month.

**18. OWNERSHIP OF PLANS, SPECIFICATIONS**

All Plans and Specifications and copies thereof furnished by or purchased are properties of the Owner and are not to be used on other work.

**19. FREEDOM OF INFORMATION ACT REQUESTS**

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

## V. SPECIAL CONDITIONS

### INSURANCE

To keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal (e.g., Longshoremen's): Statutory
  - c. Employer's Liability
    - \$500,000.00 Per Accident
    - \$500,000.00 Disease, Policy Limit
    - \$500,000.00 Disease, Each Employee
  
2. Commercial General Liability:
  1. \$2,000,000.00 General Aggregate
  2. \$1,000,000.00 Products Completed Operations Aggregate
  3. \$1,000,000.00 Personal and Advertising Injury
  4. \$1,000,000.00 Each Occurrence
  5. \$50,000.00 Fire Damage (any one fire)
  6. \$5,000.00 Medical Expense (any one person)
  
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
  - a. Bodily Injury:
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - b. Property Damage:
    - \$1,000,000.00 Per Occurrence
  
4. Umbrella Excess Liability:
  - \$2,000,000.00 over Primary Insurance

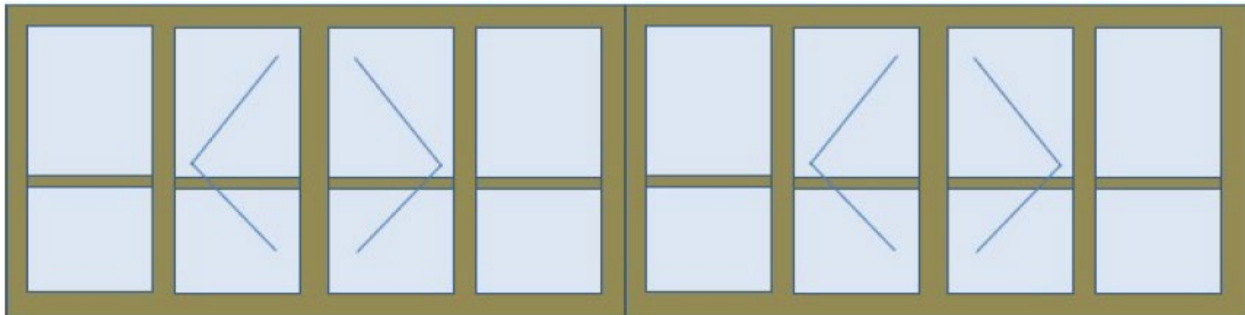


## VI. SCOPE OF WORK

Bidder shall follow the specifications listed below, which are to be understood as minimum standards.

### Centennial Recreation Complex:

- Furnish and Install 4-BiiPart Automatic Sliding Pedestrian Doors
  - 13'0" x 7'0" 4 Panel Full Break out Bi-Part Sliding doors
  - Bronze Anodized Aluminum framing and panels
  - 1" clear insulated tempered glass
  - Upper and lower glass seperated by matching Mid-rail
  - Push to open emergency egress
  - Overhead mounted motion/presence sensors for activation in both directions
  - 3-position switch for each door, on-off-hold open
  - Thumb turn mechanical deadbolt latch for each door
  - Full perimeter weather seals
- Remove and properly dispose of the existing doors and debris
- **PARK DISTRICT TO SUBCONTRACT CONCRETE PATHCING WORK BEFORE DOOR INSTALLATION**
- **PARK DISTRICT TO WIRE POWER SUPPLY OF 110V**



## **VII. PROPOSAL FORM**

**SUBMITTED BY:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Estimator: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**SUBMITTED THROUGH: Email**

**FOR:** 2023 Exterior door replacement, Wilmette, IL 60091

**DUE:** Friday, March 31st, 2023 at 10:00 am

**OWNER:** Wilmette Park District  
3555 Lake Ave  
Wilmette, IL 60091

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Proposals, Instructions to Bidders, General and Supplementary Conditions, Divisions 01, 31 and 32: and Plans on file in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, and equipment necessary for:

Acknowledgement of Addenda:

Addendum #: \_\_\_\_\_ Date Received: \_\_\_\_\_

The Wilmette Park District reserves the right to award any proposal or combination of proposals, and to award to multiple contractors.

In submitting this proposal, it is understood that the right is reserved by the Owner to reject any and all proposals and it is agreed that this proposal may not be withdrawn for a period of thirty (30) days after the date of the opening. The Owner reserves the right to accept any or all proposed items regardless of the order listed. All Addenda shall become part of the proposal and the work, and shall be acknowledged above in the spaces provided.

A proposal shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. The person signing the proposal shall also file a certificate with the proposal explaining the correction of the alteration or erasure.

If a Corporation, what is the State of Incorporation: \_\_\_\_\_

If a Partnership, state full name of all co-partners: \_\_\_\_\_

**OFFICIAL ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIRM NAME**

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

TO: Wilmette Park District  
3555 Lake Ave  
Wilmette, IL 60091

The undersigned bidder has carefully examined the plans and specifications for the 2023 Exterior door replacement and having carefully examined the sites and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work, called for by said plans and specification and maps: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

CONTRACTOR AGENCY: \_\_\_\_\_

CONTRACTOR REPRESENTATIVE: \_\_\_\_\_

(SEAL)

## XII. EXTERIOR DOOR REPLACEMENT BID SPREADSHEET

<b>COMPANY NAME:</b> _____			
<b><u>2023 Exterior door replacement</u></b>			
Description/Location	Units	Cost	Total
Centennial Recreation Complex	1		\$

### XIII. CONTRACTOR REFERENCES

CONTRACTOR: \_\_\_\_\_

CONTACT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

#### **Contractor References:**

Please include three (3) references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1. \_\_\_\_\_

\_\_\_\_\_

Project Description and Contract Amount: \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

Project Description and Contract Amount: \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

Project Description and Contract Amount: \_\_\_\_\_

\_\_\_\_\_

## **XIV. CONTRACTOR COMPLIANCE ATTACHMENT**

- A. The Contractor shall abide by and comply with all applicable local and State laws relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment as set forth in the IL Human Rights Act; 2) any and all applicable workmen's compensation laws; and 3) wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project worksite.
- B. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the Wilmette Park District and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of the specified project facilities.
- C. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- E. The Contractor certifies, pursuant to the Illinois Human Rights Act (10105 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the IL Dept. of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Dept. of Human Rights upon request.
- F. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project Consultant.
- G. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 19109 or the regulations of the U.S. Department of Commerce promulgated under that Act.

Contractor Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## XV. CONTRACTOR AGREEMENT

### Contract Agreement Between Owner and Contractor

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Wilmette Park District, 3555 Lake Ave, Wilmette, Illinois as Party to the First Part and hereinafter referred to as the Owner, and \_\_\_\_\_ as Party of the Second Part and hereinafter referred to as the Contractor.

#### **WITNESSETH:**

**THAT WHEREAS**, Contract Documents have been prepared and an invitation calling for bids has been published, for and in connection with the Exterior door replacement.

**WHEREAS**, The Contractor, has examined the final maps and specifications, "Bid Proposal: Exterior door replacement", with a latest revision date of \_\_\_\_\_, 2023 as prepared by Wilmette Park District, together with the Instructions to Bidders, General and Supplementary Conditions, together with this Contract Agreement (hereafter collectively referred to as the "Contract Documents").

**WHEREAS**, The Contractor, in response to the invitation, has submitted to the Owner, a sealed bid; and

**WHEREAS**, The Owner, has opened, examined, and canvassed the bids submitted, and has duly awarded to the said Contractor based upon Contractor's Bid Submittal.

**NOW THEREFORE**, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these present have agreed and hereby agree as follows:

#### **ARTICLE I DESCRIPTION OF WORK**

The construction includes the work and terms set forth in the Contract Documents.

The Contractor shall fulfill all obligations in the Contract Documents, including but not limited to the following: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and from a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Specifications and Bid Documents, said documents forming the Contract Documents and being as fully a part of this Contract Agreement as if repeated verbatim herein, perform, execute, construct, and complete all work included in and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Bid, or part thereof, as follows:

**ARTICLE II**  
**CONTRACT PRICE**

That the Owner shall pay to the Contractor for performance of the work under the terms of the Contract Documents and will accept as full compensation thereof, the sum (subject to adjustment as provided by the Contract) of:

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**ARTICLE III**  
**PERFORMANCE**

That the Contractor shall start work on the project by the month of March 2023, once received notification to proceed by the Wilmette Park District, and complete the work as stated in the Contract Documents by August 2023.

That should the Contractor be delayed in the completion of the work by the act, neglect, or default of the Owner, or by fire, other principal contractors, strikes, lock-outs, acts of public officials, alteration or embargoes, then the time herein above fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid.

That the Contractor shall be responsible to the Owner for the acts and omissions of their employees, subcontractors, and their agents, and all others performing any of the work included in this contract.

That the Contractor, if applicable, is responsible for contacting J.U.L.I.E. and making sure that all underground utilities are marked before digging starts. The Contractor is also responsible for the repair and cost of any repair of damages resulting from the services they are providing at the park site.

**ARTICLE IV**  
**TERMS OF AGREEMENT**

That if the Contractor defaults or persistently fails to perform its obligations under the Contract Documents, then the Owner, after 3 calendar days by written notice to the Contractor, may terminate this agreement.

That the delivery of any notice of termination shall be by certified mail to the address listed on this contract.

That the Contractor agrees to pay any and all attorney's fees incurred by the Owner enforcing any of the provisions of this contract, or suing for damages resulting from any breach of contract.

**ARTICLE V**  
**PROTECTION OF PEOPLE AND PROPERTY**

That the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the materials and services provided in this project.



That the Contractor shall take all responsible precautions for the safety of their employees, the Owner's employees and agents, and any other people who may be affected by the performance of the services necessary for the completion of the improvements.

That the Contractor shall promptly remedy all damage or loss to any property caused in whole or part by the Contractor, or anyone directly or indirectly employed by the Contractor.

**ARTICLE VI**  
**LAWS AND REGULATIONS**

That the Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of 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, and OSHA, State, and Federal EPA statutory provisions and rules and regulations.

**ARTICLE VII**  
**CONTRACT BOND**

No contract bonds are requested.

**ARTICLE VIII**  
**PAYMENT**

That the Contractor agrees that no payment for any work shall be made until the work is approved by the Owner.

That the Contractor agrees to submit all requests for payment in writing with support documentation included. Requests for payment may be made monthly to the Wilmette Park District by the fifth day of every month, to be approved by the Wilmette Park District Board of Commissioners on the third Friday of every month.

That the Contractor agrees that payment for approved work shall be made within seven (10) days after approval of the payout by the Wilmette Park District Board of Commissioners at the regularly scheduled board meeting.

**ARTICLE IX**  
**GUARANTEE**

Not applicable. That the Contractor agrees to guarantee all work for a period of twelve (12) months from date of final acceptance of the work by the owner.

**ARTICLE X**  
**INDEMNITY**

That the Contractor agrees to defend, indemnify, and hold harmless the Owner, and their officers, agents and employees, against all suits, actions, or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, error, or omission of the Contractor or its agents, employees, or sub-contractors.

That this indemnity includes attorney's fees, and further, the Contractor agrees to pay, indemnify, and hold the Owner harmless for any attorney's fees and related costs, including court costs incurred by the Owner in enforcing any provision of this Contract against the Contractor, or any party performing the work of this Contract under the authority of the Contractor, or as agent, employee, or sub-contractor of the Contractor.

That the Contractor shall furnish and provide evidence of insurance as stated above and in the specifications. The Contractor agrees to provide a Certificate of Insurance to the Wilmette Park District naming it as additional insured for this project. The Description shall read as follows: Spring Landscape Cleanup, The Wilmette Park District, and their officers, agents and employees are additionally insured with regard to the general liability & umbrella coverages on a primary & non-contributory basis."

**ARTICLE XI**  
**ASSIGNMENT AND SUBCONTRACTING**

That neither the Owner nor the Contractor shall assign, transfer convey, sublet, sub-contract, or otherwise dispose of this Agreement, of their/its right, title, or interest therein or their/its power to execute this Agreement, to any other person, firm, or corporation, except at the written consent of the parties hereto. If so agreed to by said parties, this Agreement shall extend to and be binding upon their successors and assigns. In any case, the said parties, for themselves, their heirs, successors, executors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE XII**  
**CERTIFICATIONS**

That the Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

That the Contractor certifies it has not been barred from being awarded a contract with a 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 (bid rigging or rotating).

That the Contractor certifies, pursuant to the Illinois Human Rights Act (10105 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: 1) the illegality of sexual harassment; 2) the definition of sexual harassment under State law; 3) a description of sexual harassment using examples; 4) the Contractor's internal complaint process including penalties; 5) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights Commission and directions on how to contact both; 6) protection against retaliation as

provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.

**ARTICLE XIII**  
**CANCELLATION**

That the Owner reserves the right to cancel this Agreement in its entirety or any portion of its obligations hereunder for the purchase of equipment, material, workmanship or services, for causes due to any acts or demands of the United States Government, State Government, County Government, City Government or any official, department, board, or instrumentality of said United States Government, State Government, County Government, City Government or any injunction or other writ, order or decree issued out of any court whatsoever or on account of any cause whereby the construction of said structure or any substantial part thereof becomes illegal in any manner whatsoever, or to fires, strikes, or other causes beyond the Owner's control. Or the Contractor shall, upon the Owner's written request, suspend shipment and delivery of material and all work and operations hereunder for such period or periods of time as the Owner may deem advisable or necessary. In the event that the Owner exercises this right to cancel or suspend this contract, it is mutually understood and agreed that the Contractor shall not be subject to any financial loss through bona fide obligations assumed prior to the date of cancellation or suspension, or necessary expenses incurred during and by reason of such suspension.

**ARTICLE XIV**  
**MISCELLANEOUS PROVISIONS**

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract Agreement as of the day and year first above written.

\_\_\_\_\_  
**WILMETTE PARK DISTRICT**  
Party of the First Part (Owner)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

-----

\_\_\_\_\_  
Party of the Second Part (Contractor)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE TO BE EXECUTED IF CONTRACTOR IS A CORPORATION:**

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_ of the corporation named as  
Contractor hereinabove; that \_\_\_\_\_  
who signed the foregoing Contract on behalf of the Contractor was then  
\_\_\_\_\_ of said  
corporation; that said Contract was duly signed for and in behalf of said Corporation by due authority  
and is within the scope of its corporate powers.

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)