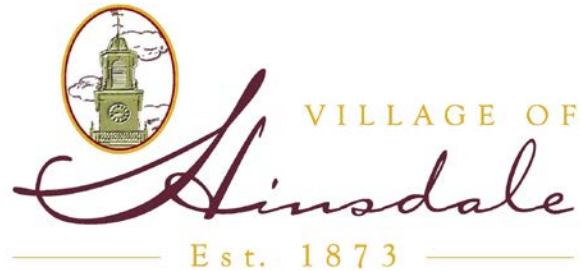


**BID PACKAGE
INCLUDING
CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR**



**VILLAGE OF HINSDALE
BID NO: 1639
CUSTODIAL SERVICES**

**Prepared by
Village of Hinsdale
Public Services Department**

January 2018

VILLAGE OF HINSDALE, IL.
INVITATION FOR BIDS FOR
CUSTODIAL SERVICES – BID #1639

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN by the Village of Hinsdale, DuPage and Cook Counties and State of Illinois that proposals will be received for **Bid No. 1639, CUSTODIAL SERVICES.**

Sealed proposals for Custodial Services Bid #1639 will be received until **10:00 AM, on Wednesday, February 21, 2018** at the Village Hall, 19 East Chicago, Hinsdale, Illinois, 60521, and at that time publicly opened and read. Proposals received after the time indicated shall be rejected and returned unopened.

Plans, specification, instructions and proposal forms are available for inspection at, and may be obtained at the Public Services Department, 225 Symonds Drive, Hinsdale, Illinois 60521, during regular business hours of 7:00 AM – 3:30 PM.

All proposals must be submitted on the forms provided by the Village and must be accompanied by a bank cashier's check, bid bond, or certified check in the amount of 10% of the bid.

The Village reserves the right to reject any and all bids, or to waive any irregularities or any informalities when such waiver would not be detrimental to the best interest of the Village and would not prejudice the bidding process.

Contractors are required to attend a pre-bid walk through prior to submitting their bids to become familiar with specifications and conditions, which will affect the work involved under this contract. **The mandatory pre-bid walk through for Custodial Services Bid #1639 will occur on February 7, 2018 at 10:00 AM. All bids provided by bidders who do not attend the pre-bid walkthrough will be rejected.** The walkthrough will begin in the Village Hall located at 19 East Chicago, Hinsdale, Illinois, 60521 in front of the first floor Front Desk.

To be published in The Daily Herald, Sunday, January 28, 2018

**VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639**

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VILLAGE OF HINSDALE
CUSTODIAL SERVICES BID #1639
SCHEDULE

Action	Date
Legal Notice Published	Sunday, January 28, 2018
Mandatory Walk Through	Wednesday, February 7, 2018 10:00 AM
Public Reading & Opening of Bids	Wednesday, February 21, 2018 10:00 AM Village Hall 19 E. Chicago Avenue Hinsdale, Illinois 60521
Tentative Village Board First Reading Contract Approval	Tuesday, March 6, 2018
Tentative Village Board Second Reading Contract Approval (If Necessary)	Tuesday, March 20, 2018
Contract Start Date	Tuesday, May 1, 2018

*Dates are tentative and subject to change.

**VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639**

INVITATION FOR BIDDER'S PROPOSALS

OWNER:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

CUSTODIAL SERVICES IN VILLAGE BUILDINGS

The Work shall be performed at the following Work Sites:

- | | | |
|----|--------------------------------|-------------------------|
| 1. | Village Hall/Memorial Building | 19 East Chicago Avenue |
| 2. | Water Treatment Plant | 217 Symonds Drive |
| 3. | Public Works Garage | 225 Symonds Drive |
| 4. | Police Department | 121 Symonds Drive |
| 5. | Brush Hill Depot | 25 East Hinsdale Avenue |
| 6. | Highland Station | 441 East Chicago Avenue |

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be purchased at the office of Owner upon payment of \$/\$.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$/\$.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:00 AM, February 21, 2018** at Owner's office listed above, at which time, or as soon thereafter as possible,

all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds, and Insurance**

- A. Bid Security. Each proposal shall be accompanied by a bid bond or bid deposit in the form of a certified check or cashier's check payable to the Village of Hinsdale for 10% of the contract price as a guarantee that the successful bidder will within fifteen (15) days after award of contract execute an agreement and file bonds and insurance as required by contract documents. The Village of Hinsdale will hold the bid security of the two lowest bidders until after the award of the contract and until the Village has received from the lowest bidder satisfactory bonds and certificates of insurance, within the specified time. All other bid security checks with the exception of the above shall be returned upon request following award of the bid.

- B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

- C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639

GENERAL INSTRUCTIONS TO BIDDERS

1. **Interpretation of Documents Included in Bid Package**

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.
- D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

- A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:
- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
 - (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
 - (3) **Individuals.** Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
 - (4) **Joint Ventures.** Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

- B. **Other Documents.** The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. **Bid Security**

- A. **Required Bid Security.** Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely

execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

- B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned upon request by bidder.

- C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be rejected and returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. **The bid package will also be labeled "DO NOT OPEN"**. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a

request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

- A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.
- B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.
- C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. **Disqualification of Bidders**

- A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. **Award of Contract**

- A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.
- C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Closing of Contract**

- A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the

Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“Closing Date”).

- B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) (“Conditions Precedent to Closing”).

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

- C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain copies of the completed Contract, and tender copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

15. **Failure to Close**

- A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639

CONTRACT SPECIFICATIONS
CUSTODIAL SERVICES SPECIAL PROVISIONS

SP – 1 **SCOPE OF WORK**

The Village of Hinsdale intends to award one contract for the custodial cleaning services for the following locations:

Hinsdale Village Hall/Memorial Building

19 East Chicago Avenue phone: 630-789-7000
Hinsdale, IL 60521 fax: 630-789-7016

Hinsdale Water Treatment Plant

217 Symonds Drive phone: 630-789-7051
Hinsdale, IL 60521 fax: 630-789-7056

Hinsdale Public Services Department

225 Symonds Drive phone: 630-789-7030
Hinsdale, IL 60521 fax: 630-789-7046

Hinsdale Police Building

121 Symonds Drive phone: 630-789-7070
Hinsdale, IL 60521 fax: 630-789-6278

Brush Hill Depot

Ticket Office and Waiting Room phone: 630-323-0292

25 East Hinsdale Avenue no fax
 Hinsdale, IL 60521

Highlands Station

441 East Chicago Avenue no phone
 Hinsdale, IL 60521 no fax

SP – 2

TECHNICAL SPECIFICATIONS

The contractor must provide evening services five times each week, Monday through Friday, for all locations except the Police Building, Fire Building, and Public Services, and Water Plant, which shall have service Monday through Saturday evenings. The contractor must also provide the following services:

- A. Furnish a working supervisor who oversees the day-to-day cleaning; and working phone numbers to field staff for quick response.
- B. Provide labor and management, which generates continuous services regardless of employee vacations, sickness, or accident.
- C. Furnish enough staff so workers are not moving around to other buildings.

The contractor shall arrange to work the following weekday hours. The contractor may be required to submit time sheets or cards of daily activities.

BUILDING	HOURS
Village Hall/Memorial Building (20,170.87 square feet)	8 hours (night)
Water Treatment Plant (6,018 square feet)	2 hours (day) & 8 hours floor work every 6 months
Public Services Garage (18,904 square feet)	5 hours (day)
Police Department (8,58.25 square feet)	8 hours : 4 hours (day) & 4 hours (night)
Brush Hill Depot (838 square feet)	4 hours (night) or 2 hours (day) plus 2 hours (night)
Highlands Station (253 square feet)	1 hour (day or night)

The contractor shall provide housekeeping services at the Hinsdale Police Department on Saturdays for 3 (three) hours. This shall be for housekeeping and floor buffing and waxing. Also, at this time the auto garage floor shall be swept and washed at the Police Department.

SP - 3 **DURATION OF CONTRACTS**

These contracts will take place for two years from May 1, 2018 to April 30, 2020. The Village reserves the right to award for one year only or to terminate the contract after one year. The prices bid shall be firm throughout the contract duration.

SP - 4 **SUPPLIES**

The contractor shall provide all supplies except those listed below as being furnished by the Village. The Village will not provide any supplies at either of the train stations.

A. Supplies furnished by the Village;

1. Paper goods and liners:

- a) Towels for washrooms – provided for restock only (not cleaning)
- b) Toilet tissue
- c) Roll towels
- d) Plastic liners (where needed)

2. Hand Soaps:

- a) Lava bar soap and white bar soap
- b) Grit dispenser soap for Public Services (including mechanics bay) and Water Plant
- c) Liquid hand soap

B. Supplies to be furnished by the contractor include, but are not limited to the following:

- a) Floor finishes
- b) Wax removers
- c) All-purpose detergent
- d) Germicidal detergent
- e) Carpet shampoo
- f) Carpet spotter
- g) Glass cleaner
- h) Bowl cleaner
- i) Wood cleaner
- j) Kitchen cleaner
- k) Cloth towels
- l) Bathroom cleaner
- m) Oil dry

- n) Floor cleaner
- o) Ice melt residue cleaner for floors
- p) Tile floor and grout cleaner
- q) Air-sanitizer
- r) Stainless steel cleanser / polish
- s) Shower scum / soap remover
- t) Tile floor and grout sealer
- u) Vinyl floor wax and striper

SP - 5 EQUIPMENT

The contractor shall provide all equipment used in the performance of both contracts. This equipment includes, but is not limited to, the following:

- A. Floor machine and accessories
- B. Commercial vacuum and accessories
- C. Commercial canister vacuum and accessories
- D. Maids or trash carts
- E. Mop buckets, bucket trucks, wringers
- F. All other necessary equipment
- G. All equipment must be equipped with rubber protector guards and/or be made of a non-marking material.

SP - 6 DAMAGE TO VILLAGE FACILITIES

It shall be the contractor's responsibility to see that all of his or her staff members exact care when cleaning as not to damage any of the office furniture. If repairs are needed the Village will conduct the repairs as deemed necessary and bill back the contractor for the said repairs.

SP - 7 MANDATORY WALKTHROUGH

A general walk through inspection is scheduled for **Wednesday, February 7, 2018**. The walk through inspection will take place at 10:00 A.M. The walkthrough will begin at the Memorial Building (19 E. Chicago, Hinsdale, IL 60521) in front of the Front Desk. Failure to attend the mandatory pre-bid walkthrough may result in disqualification and rejection of proposals received.

The contractor must post and provide the Village with M.S.D. and or right to know data sheets on all chemicals used.

SP - 8 SCHEDULE OF CLEANING SERVICES

Listed below are the Village facilities that will be serviced for the duration of the contract and the tasks per given facility.

SCHEDULE OF CLEANING SERVICES

LOCATION

VILLAGE HALL/MEMORIAL BUILDING
 19 East Chicago Avenue
 Hinsdale, Illinois

LEGEND

X Once During Period
 XX Twice During Period
 XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Empty & reline waste basket	X					
2	Clean ash trays - outside	X					
3	Spot clean entrance doors & floors	X					
4	Remove fingerprints from desks, counters, etc.	X					
5	Dust furniture, ledges, cabinets, etc.	X					
6	Clean & sanitize drinking fountains	X					
7	Clean & service ash urns	X					
8	Wash & clean cafeteria tables, chairs, containers	X					
9	Clean & wash blackboards	X					
10	Air sanitize offices, rooms, lounges	X					
11	Place trash in disposal company pickup area	X					
12	Leave all client papers undisturbed	X					
13	Clean air vents			X			
14	Empty all recycling paper, plastic, aluminum and cardboard from various containers throughout the building. Material must be broken down and put into containers in the lower level basement trash room.	X					

WASHROOMS							
15	Empty containers & disposal, insert liners	X					
16	Clean & sanitize all vitreous fixtures, & exterior of all containers	X					
17	Clean & polish chrome fittings, mirrors, dispensers, & receptacles	X					
18	Spot wipe & sanitize partitions, counters, &	X					

	walls near basins & urinals						
19	Wet mop & disinfect floors with germicidal solution EPS certified @ 1 oz./gal	X					
20	Acid disinfect toilet bowls & urinals to prevent lime & water rings	X					
21	Wash & sanitize all walls			X			
22	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
23	Machine scrub and sanitize tile floors				X		

CARPETING AND MATS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
24	Vacuum carpeting	X					
25	Vacuum entrance mats	X					
26	Spot clean spills, oil, tar spots		X				
27	Machine shampoo w/6% max. foam moisture & hot water extraction					XX	

TILE, TERRAZZO FLOORS, CERAMIC FLOORS, STAIRWELLS, TERRAZZO STEPS & SIDE PANEL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
28	Sweep or dust mop floors	X					
29	Damp clean with all purpose cleaner	X					
30	Sweep, damp clean, disinfect cafeteria	X					
31	Machine polish floors		XXX				
32	Machine scrub to remove black marks, heel scuffs, traffic soil. Apply high gloss finish				X		
33	Machine strip to remove wax buildup and apply multiple coats of high gloss finish				X		
34	Sweep, damp clean attic		X				

WINDOWS AND GLASS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
35	Spot clean and polish entrance door glass	X					
36	Clean & polish interior office window & door glass	X					

OUTSIDE BUILDING							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
37	Sweep & pickup debris out & around entrance & exits	X					

ELEVATOR							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
38	Clean & polish interior and floor tracks, strip wax & buff floor			X			

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE WATER TREATMENT PLANT
221 Symonds Drive
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Time During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As. Reqd.
1	Empty & reline waste basket	X					
2	Spot clean entrance doors & floors	X					
3	Dust furniture, ledges, cabinets, etc.	X					
4	Clean & sanitize drinking fountains	X					
5	Wash & clean cafeteria tables, chairs, containers	X					
6	Air sanitize offices, rooms, lounges	X					
7	Place trash in disposal company pickup area	X					
8	Leave all client papers undisturbed	X					

WASHROOMS							
9	Empty containers & disposal, insert liners	X					
10	Clean & sanitize all vitreous fixtures	X					
11	Spot wipe & sanitize partitions, counters, & walls near basins & urinals	X					
12	Wet mop & sanitize partitions, counters, & walls near basins & urinals	X					
13	Acid disinfect toilet bowls & urinals to prevent lime & water rings	X					
14	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
15	Wash & sanitize all walls & shower stalls			X			

CARPETING AND MATS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As. Reqd.
20	Vacuum runners	X					
21	Machine shampoo w/6% max. foam					XX	

	moisture & hot water extraction						
22	Vacuum office carpet	X					

TILE, TERRAZZO FLOORS, CERAMIC FLOORS & STAIRWELLS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
23	Sweep or dust mop floors	X					
24	Damp clean with all purpose cleaner	X					
25	Sweep, damp clean, disinfect cafeteria	X					
26	Machine polish floors			XXX			
27	Machine strip to remove wax buildup and apply multiple coats of high gloss finish				X		

WINDOWS AND GLASS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
28	Spot clean and polish entrance door glass	X					
29	Clean & polish interior office window & equipment room windows			X			

OUTSIDE BUILDING

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
30	Sweep & pickup debris out & around entrance & exits	X					

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE PUBLIC WORKS GARAGE

225 Symonds Drive

Hinsdale, Illinois

LEGEND

X Once During Period

XX Twice During Period

XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Light sweeping where needed	X					
2	Check, sweep up any amounts of dirt	X					
3	Clean stairs	X					
4	Remove oil	X					
5	Clean interior and exterior glass	X					
6	Sweep, remove heavy dirt	X					
7	Power sweep floor		X				
8	Wash floor with hose		X				
9	Clean out interior floor drains			X			
10	Clean out exterior floor drains			X			
11	Clean garage doors and glass windows		X				
12	Clean windows screens and green shades					X	
13	Provide staff for 8 hours to clean the facility in preparation for a Garage Sale special event						X

OFFICES							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
14	Empty trash	X					
15	Dusting	X					
16	Sweep and wet mop tile floors	X					
17	Clean glass, garage cans, doors		X				
18	Intensive dusting		X				
19	Dust ceiling and walls			X			

20	Spot wash walls			X			
21	Strip & wax tile floors *BUFF ONLY *		*X		X		

**Note: THE FOLLOWING FOUR DAILY ACTIVITIES TO BE PERFORMED AFTER 9:00 A.M. BREAK
– AFTER 12: P.M. LUNCH BREAK**

LUNCHROOM AND LOCKER ROOM							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
22	Wipe clean ash trays, tables, window ledges, sink, counter top	X					
23	Remove garbage from garbage cans, ash trays, table tops, floor	X					
24	Sweep, mop and disinfect floor	X					
25	Refill supplies of towels and soap	X					
26	Dust all ledges, corners, and ceiling		X				
27	Clean glass doors, windows in and out		X				
28	Buff floor to a shine		X				
29	Wash and disinfect garbage can			X			
30	Spot wash walls			X			
31	Strip and wax tile floors				X		
32	Clean air vents, light fixtures				X		

**THE FOLLOWING FOUR DAILY ACTIVITIES TO BE PERFORMED AFTER 12:00 P.M. LUNCH
BREAK – AFTER 3:30 P.M.**

UPSTAIRS AND DOWNSTAIRS WASHROOMS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
33	Wash, clean & disinfect urinals, toilets, and partitions (sanitize shower stall*) sinks	XX				*X	
34	Wipe clean waste containers, window ledges, and benches	XX					
35	Sweep, mop and disinfect floors	XX					
36	Refill supplies and towels, tissues, soap	XX					
37	Clean tops of lockers, window ledges, corners, remove cobwebs from ceiling		X				
38	Buff floor to a shine			X			
39	Spot wash walls			X			

40	Strip and wax tile floors				X		
41	Clean air vents, light fixtures				X		

UPPER, LOWER, FLOORS AND MEZZANINE							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
42	Wipe clean drinking fountain, front desk, outside stairs, ledges, doors, remove oil	X					
43	Sweep floors in front of lunchroom & washroom, stairways, all major walking routes	X					
44	Clean interior/exterior glass	X					
45	Clean interior/exterior office doors	X					
46	Sweep floor with power sweeper		X				
47	Clean garage doors and glass windows		X				
48	Clean window screens & green shades			X			
49	Wash garage floor & stairway with hose squeegee dry			XX			
50	All interior/exterior high/low windows shall be cleaned					X	

AUTO SHOP AND BATHROOM							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
51	Wipe, clean ashtrays, tables, window ledges, sink counter top	X					
52	Remove garbage from garbage cans, ash trays, table tops, floor	X					
53	Sweep, mop and disinfect floors	X					
54	Refill supplies of towels and soap	X					
55	Dust all ledges, corners and ceiling	X					
56	Clean glass, all doors and glass windows	X					
57	Clean garage doors and glass windows		X				
58	Move equipment off wall and sweep and powerwash floor			X			
59	Buff office floor to shine		X				
60	Strip and wax tile floors			X			

61	Wash and disinfect garbage cans			X			
62	Spot wash walls			X			
63	Clean air vents and light fixtures			X			

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE POLICE DEPARTMENT
 121 Symonds Drive
 Hinsdale, Illinois

LEGEND

X Once During Period
 XX Twice During Period
 XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Empty & reline waste basket	X					
2	Spot clean entrance doors & floors	X					
3	Remove fingerprints from desks, counters, etc.	X					
4	Dust furniture, ledges, cabinets, etc.	X					
5	Clean & sanitize drinking fountains	X					
6	Empty, clean & service ash urns	X					
7	Wash & clean cafeteria tables, chairs, containers	XX					
8	Clean & deodorize refrigerator in lunchroom			X			
9	Clean fronts and inside of cabinets in lunchroom			X			
10	Clean & wash blackboards						X
11	Air sanitize offices, rooms, lounges	X					
12	Place trash in disposal company pickup area	XX					
13	Vacuum and deodorize quiet room		X				
14	Leave all client papers undisturbed	X					
15	Spot wash walls			X			
16	Remove dirt and mop marks on baseboards			X			
17	Clean air vents			X			

WASHROOMS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
18	Empty containers & disposal, insert liners	XX					

19	Clean & sanitize all vitreous fixtures, & exterior of all containers	XX					
20	Clean & polish chrome fittings, mirrors, dispensers, & receptacles	XX					
21	Wash, clean and disinfect urinals, toilet, sink, floor and walls	XX					
22	Wet mop & disinfect floors with germicidal solution EPS certified @ 1oz./gal.	XX					
23	Acid disinfect toilet bowls & urinals to prevent lime & water rings	XX					
24	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
25	Scrub and sanitize entire shower stalls in locker rooms		XXX				
26	Sanitize cell blocks & locker rooms	X					

CARPETING AND MATS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
27	Vacuum carpeting w/upright, two motor system	X					
28	Vacuum entrance mats	X					
29	Spot clean spills, oil, tar spots	X					
30	Machine shampoo w/6% max. foam moisture & hot water extraction						X

TILE, TERRAZZO FLOORS, CERAMIC FLOORS & STAIRWELLS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
31	Sweep or dust mop floors	X					
32	Damp clean with all purpose cleaner	X					
33	Sweep, damp clean, disinfect cafeteria	X					
34	Machine polish floors		XXX				
35	Machine scrub to remove black marks, heel scuffs, traffic soil. Apply high gloss finish.						X
36	Machine strip to remove wax buildup and apply multiple coats of high gloss finish or sealer						X
37	Sweep, damp clean attic	X					

38	Sweep or wash floor in auto parking garage and west storage room	X					
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WINDOWS AND GLASS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
39	Clean all interior and exterior glass panel sections and doors clean and polish metal framing	X					
40	Clean and polish all interior office windows and door glass	X					

OUTSIDE BUILDING

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
41	Sweep & pickup debris out & around entrance & exits	X					

ELEVATOR

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
42	Clean & polish interior & floor tracks. Shampoo carpet			X			

SCHEDULE OF CLEANING SERVICES

LOCATION

BRUSH HILL (HINSDALE) COMMUTER STATION
 25 East Hinsdale
 Hinsdale, Illinois

LEGEND

X Once During Period
 XX Twice During Period
 XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Dust all furniture, cabinets, ledges	X					
2	Remove fingerprints from furniture, counters, and cabinets	X					
3	Empty and clean waste baskets, ash trays	X					
4	Remove trash & waste from building and place in outside container	X					
5	Leave all client papers undisturbed						X
6	Furnish all paper supplies, cleaning supplies, & equipment						X
7	Clean & refurbish natural wood surfaces with a wood preservative, polish brass kick plates				X		

WASHROOMS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
8	Clean & sanitize all vitreous fixtures	X					
9	Disinfect toilet bowl & urinals, prevent lime & water rings	X					
10	Clean & polish all chrome fixtures & mirrors	X					
11	Damp wipe & sanitize partitions, counters & walls near basin area	X					
12	Empty & wash sanitary containers	X					
13	Fill all dispensers to limit	X					

FLOORS AND WALLS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
14	Sweep and pickup debris	X					
15	Damp clean with a germicidal solution	X					
16	Machine or hand scrub & buff to gloss open areas, apply Taski Wiwax as per Village specs. *Buff only			*X	X		

WINDOWS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
17	Clean interior & exterior windows			X			
18	Clean 13 glass panels also top sections			X			
19	Clean door glass	X					

OUTSIDE BULLETIN BOARD (CENTER BREEZEWAY, EAST, WEST, & NORTH SIDES)							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
20	Clean all exterior metal frames		X				
21	Clean glass inside & out, key will be provided		X				

OUTSIDE BUILDING							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
22	Pick up debris around building	X					
23	Sweep stoops outside doors	X					

SCHEDULE OF CLEANING SERVICES

LOCATION

HIGHLANDS STATION
25 East Hinsdale
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Dust all furniture, cabinets, ledges	X					
2	Remove fingerprints from furniture, counters	X					
3	Empty & clean waste baskets, ash trays	X					
4	Remove trash & waste from building & place in outside container	X					
5	Furnish all paper						X
6	Clean & refurbish natural wood surfaces with a hardwood preservative				X		

FLOORS AND WALLS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
7	Sweep and pickup debris	X					
8	Damp clean with germicidal solution	X					
9	Machine scrub tile				X		
10	Wash walls, ceiling, and doors						X

WINDOWS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
11	Clean interior and exterior of all windows		X				
12	Clean glass in entrance door	X					

OUTSIDE BUILDING TILE							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
13	Sweep stairs east of building	X					
14	Pick up debris around building	X					

VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Village of Hinsdale (“Owner”)
19 E. Chicago Avenue
Hinsdale, Illinois 60521
ATTN: Brendon Mendoza

Bidder warrants and represents that Bidder has carefully examined the Work Site described above, respective environments, and has reviewed and understands all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

- A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **CUSTODIAL SERVICES**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract

included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of

Unit Price Items listed below incorporated in the Work by the Unit
 Price set forth below for such Unit Price Item:

CUSTODIAL SERVICES COMPLETE (12 MONTHS) <u>CONTRACT 1A</u> May 1, 2018 – April 30, 2019			
FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	\$ PER YEAR
VILLAGE HALL/ MEMORIAL BUILDING 20,170.87 square feet			
POLICE DEPARTMENT 8,758.25 square feet			
WATER PLANT 6,018 square feet			
PUBLIC SERVICES 18,904 square feet			
BRUSH HILL STATION 838 square feet			
HIGHLAND STATION 253 square feet			
<u>TOTAL COST FOR ONE YEAR</u> May 1, 2018 – April 30, 2019	<hr/>		

**CUSTODIAL SERVICES COMPLETE
(12 MONTHS) CONTRACT 2B
May 1, 2019 – April 30, 2020**

FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	\$ PER YEAR
VILLAGE HALL/ MEMORIAL BLDG 20,170.87 square feet			
POLICE DEPARTMENT 8,758.25 square feet			
WATER PLANT 6,018 square feet			
PUBLIC WORKS 18,904 square feet			
BRUSH HILL STATION 838 square feet			
HIGHLAND STATION 253 square feet			
<u>TOTAL COST FOR ONE YEAR</u> May 1, 2019 – April 30, 2020	_____		

GRAND TOTAL for TWO YEARS (ITEMS 1A + 2B) May 1, 2018 – April 30, 2020	\$ _____
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D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices,
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

- A. **No Collusion**. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred**. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified**. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support

thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of _____ dollars (\$ _____), which is equal to at least ten percent of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 20__.

Attest/Witness:

_____ Bidder

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____.

_____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ (____)	_____
_____ (____)	_____
_____ (____)	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this _____ day of _____, 20____.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20____.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF HINSDALE
CONTRACT FOR
CUSTODIAL SERVICES
BID #1639

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: _____

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____

APPENDIX 1

COMPLIANCE WITH PREVAILING WAGE RATES: To the extent it applies, all work associated with this contract is subject to the Illinois Prevailing Wage Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at www.illinois.gov/idol. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. **This maintenance contract is not subject to prevailing wage.**

APPENDIX 2

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT; P.L.101-336.

The CONTRACTOR will comply with all provisions of the Americans with Disabilities Act (ADA) in the execution of this Contract and provide to the Village a certification of compliance in substantially the following form:

The undersigned firm hereby certifies that it is in compliance with the Americans with Disabilities Act (ADA) as applicable to this contract.

(Company Name)

(Company Address)

By _____ Date _____
(Signature)

(Print Name and Title)

Attest By _____ Date _____
(Signature)

(Print Name and Title)

APPENDIX 3

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this 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 or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, 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.

During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission’s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission’s rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. With respect to the two types of subcontractors referred to under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC’s Rules and Regulations for Public Contracts:

Section 2.10. The term “subcontract” means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or

- (b) under which any portion of the contractor’s obligations under any one or more contracts is performed, undertaken or assumed.

The undersigned firm hereby certifies that it is in compliance with the Equal Employment Opportunity Clause as applicable to this contract.

Signature _____
 Name _____
 Title _____
 Organization _____
 Date _____

APPENDIX 4

REFERENCES

List below at least three different municipalities or public organization for which your organization has performed service work within the last five years.

A school district, park district, library, forest preserve district, or any other governmental agency may be used as reference in lieu of a municipality.

1. _____
Name
_____ Telephone Number

Address

City and State

2. _____
Name
_____ Telephone Number

Address

City and State

3. _____
Name
_____ Telephone Number

Address

City and State

APPENDIX 5

DRUG FREE WORKPLACE. CONTRACTOR shall submit as a part of this contract, this "DRUG FREE WORKPLACE CERTIFICATIONS" statement, notarized, dated and signed by the highest-ranking company official in the geographical area, along with his/her title or position within the company.

DRUG FREE WORKPLACE CERTIFICATIONS

The CONTRACTOR acknowledges its obligations under the Illinois Drug Free Workplace Act and certifies 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 is prohibited in the contractor's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibitions.
 - 3) Notifying the actions that will be taken against employees for violations of such prohibitions.
 - a) abide by the terms of the statement in the workplace;
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or contractor's policy of maintaining a drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant, and to post the statement in a prominent place in the workplace.
- D. Notifying the Village of Hinsdale within 10 days after receiving notice under part (B) of paragraph (c) of subsection (1) 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 Section 5 of the Illinois Drug Free Workplace Act.

F. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.

G. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 3 of the Illinois Drug Free Workplace Act.

Signature _____

Name _____

Title _____

Organization _____

Date _____

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
SUCCESSFUL BIDDER
FOR
CUSTODIAL SERVICES
BID NO. 1639

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
SUCCESSFUL BIDDER
FOR
CUSTODIAL SERVICES
BID NO. 1639

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms & Specifications

APPENDIX 1 - Prevailing Wage Ordinance

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
SUCCESSFUL BIDDER
FOR
CUSTODIAL SERVICES
BID NO. 1602

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation (“Owner”), and Successful bidder (“Contractor”), make this Contract as of the _____ day of _____, 2016, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

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5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“Required Submittals”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which

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they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for

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compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to

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simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be

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conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

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A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in

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Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of

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complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

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B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final

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Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and

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withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall

be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

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4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS**

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

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Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Brendon Mendoza

with a copy to:
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606-2903
Attention: Mr. Lance Malina

Notices and communications to Contractor shall be addressed to, and delivered at, the following address: **Successful Bidder**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the

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prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

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7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____

Kathleen Gargano
Village Manager

Title: _____

Attest/Witness:

Successful Bidder

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes
[CONTRACTOR'S EXECUTING OFFICER]
and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 20__.

Attest/Witness:

Successful Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

CUSTODIAL SERVICES in numerous Village buildings

2. **Work Sites:**

The Work shall be performed at the following Work Sites:

- | | | |
|----|--------------------------------|-------------------------|
| 1. | Village Hall/Memorial Building | 19 East Chicago Avenue |
| 2. | Water Treatment Plant | 217 Symonds Drive |
| 3. | Public Works Garage | 225 Symonds Drive |
| 4. | Police Department | 121 Symonds Drive |
| 5. | Brush Hill Depot | 25 East Hinsdale Avenue |
| 6. | Highland Station | 441 East Chicago Avenue |

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

[IDENTIFY PERMITS, LICENSES, AND APPROVALS OBTAINED, OR TO BE OBTAINED, BY OWNER]

No Exceptions

4. **Commencement Date:**

- the date of execution of the Contract by Owner
- 14 days following execution of the Contract by Owner
- May 1, 2018

5. **Completion Date:**

- _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
- April 30, 2019 plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverages:**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$ 500,000 injury-per occurrence
 - \$ 500,000 disease-per employee
 - \$ 500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$ 500,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) General Aggregate: \$ 2,000,000
- (2) Bodily Injury:
\$ 1,000,000 per person
\$ 1,000,000 per occurrence
- (3) Property Damage:
\$ 1,000,000 per occurrence, and
\$ 2,000,000 aggregate.
- (4) Other Coverages: _____

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$ 2,000,000.00.

F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- G. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$_____.

- H. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Comprehensive Motor Vehicle Liability, Commercial General Liability, and any applicable Umbrella Policy.

The Additional Insured endorsement shall identify Owner as follows:

The Village of Hinsdale and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

7. **Contract Price:**

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

\$ _____
(in writing)

\$ _____
(in figures)

CUSTODIAL SERVICES COMPLETE

(12 MONTHS) CONTRACT 1A

May 1, 2018 – April 30, 2019

FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	\$ PER YEAR
VILLAGE HALL/ MEMORIAL BUILDING 20,170.87 square feet			
POLICE DEPARTMENT 8,758.25 square feet			
WATER PLANT 6,018 square feet			
PUBLIC SERVICES 18,904 square feet			
BRUSH HILL STATION 838 square feet			
HIGHLAND STATION 253 square feet			
<u>TOTAL COST FOR ONE YEAR</u> May 1, 2018 – April 30, 2019	<hr/>		

CUSTODIAL SERVICES COMPLETE

(12 MONTHS) CONTRACT 2B

May 1, 2019 – April 30, 2020

FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	\$ PER YEAR
VILLAGE HALL/ MEMORIAL BLDG 20,170.87 square feet			
POLICE DEPARTMENT 8,758.25 square feet			
WATER PLANT 6,018 square feet			
PUBLIC WORKS 18,904 square feet			
BRUSH HILL STATION 838 square feet			
HIGHLAND STATION 253 square feet			
<u>TOTAL COST FOR ONE YEAR</u> May 1, 2019 – April 30, 2020	_____		

GRAND TOTAL for TWO YEARS (ITEMS 1A + 2B) May 1, 2018 – April 30, 2020	\$ _____
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B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1 Annual Custodial Services (Year1)	1	12	\$0.00	\$0.00
2 Annual Custodial Services (Year 2)	1	12	\$0.00	\$0.00

TOTAL CONTRACT PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[DESCRIBE LUMP SUM WORK]***, the total sum of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

(2) For providing, performing, and completing all Work related to ***[DESCRIBE UNIT PRICE WORK]***, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed

below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate <u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE (the sum of (1) plus the extension of (2)):

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

8. Progress Payments:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until

acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

_____ dollars (\$_____)

No Charge

ATTACHMENT B

SPECIFICATIONS

CUSTODIAL SERVICES SPECIAL PROVISIONS

SP – 1 **SCOPE OF WORK**

The Village of Hinsdale intends to award one contract for the custodial cleaning services for the following locations:

Hinsdale Village Hall/Memorial Building

*19 East Chicago Avenue phone: 630-789-7000
Hinsdale, IL 60521 fax: 630-789-7016*

Hinsdale Water Treatment Plant

*217 Symonds Drive phone: 630-789-7051
Hinsdale, IL 60521 fax: 630-789-7056*

Hinsdale Public Services Department

*225 Symonds Drive phone: 630-789-7030
Hinsdale, IL 60521 fax: 630-789-7046*

Hinsdale Police Building

*121 Symonds Drive phone: 630-789-7070
Hinsdale, IL 60521 fax: 630-789-6278*

Brush Hill Depot

*Ticket Office and Waiting Room phone: 630-323-0292
25 East Hinsdale Avenue no fax
Hinsdale, IL 60521*

Highlands Station

441 East Chicago Avenue no phone

Hinsdale, IL 60521

no fax

SP – 2

TECHNICAL SPECIFICATIONS

The contractor must provide evening services five times each week, Monday through Friday, for all locations except the Police Building, Fire Building, and Public Services, and Water Plant, which shall have service Monday through Saturday evenings. The contractor must also provide the following services:

- A. Furnish a working supervisor who oversees the day-to-day cleaning; and working phone numbers to field staff for quick response.
- B. Provide labor and management, which generates continuous services regardless of employee vacations, sickness, or accident.
- C. Furnish enough staff so workers are not moving around to other buildings.

The contractor shall arrange to work the following weekday hours. The contractor may be required to submit time sheets or cards of daily activities.

BUILDING	HOURS
Village Hall/Memorial Building (20,170.87 square feet)	8 hours (night)
Water Treatment Plant (6,018 square feet)	2 hours (day) & 8 hours floor work every 6 months
Public Services Garage (18,904 square feet)	5 hours (day)
Police Department (8,58.25 square feet)	8 hours : 4 hours (day) & 4 hours (night)
Brush Hill Depot (838 square feet)	4 hours (night) or 2 hours (day) plus 2 hours (night)
Highlands Station (253 square feet)	1 hour (day or night)

The contractor shall provide housekeeping services at the Hinsdale Police Department on Saturdays for 3 (three) hours. This shall be for housekeeping and floor buffing and waxing. Also, at this time the auto garage floor shall be swept and washed at the Police Department.

SP - 3

DURATION OF CONTRACTS

These contracts will extend for two years from May 1, 2018 to April 30, 2020. The Village reserves the right to award for one year only or to terminate the contract after one year. The prices bid shall be firm throughout the contract duration.

SP - 4 **SUPPLIES**

The contractor shall provide all supplies except those listed below as being furnished by the Village. The Village will not provide any supplies at either of the train stations.

- A. Supplies furnished by the Village
 - 1. Paper goods and liners:
 - a) Towels for washrooms – provided for restock only (not cleaning)
 - b) Toilet tissue
 - c) Roll towels
 - d) Plastic liners (where needed)
 - 2. Hand Soaps:
 - a) Lava bar soap and white bar soap
 - b) Grit dispenser soap for Public Services (including mechanics bay) and Water Plant
 - c) Liquid hand soap
- B. Supplies to be furnished by the contractor include, but are not limited to the following:
 - a) Floor finishes
 - b) Wax removers
 - c) All purpose detergent
 - d) Germicidal detergent
 - e) Carpet shampoo
 - f) Carpet spotter
 - g) Glass cleaner
 - h) Bowl cleaner
 - i) Wood cleaner
 - j) Kitchen cleaner
 - k) Cloth towels
 - l) Bathroom cleaner
 - m) Oil dry
 - n) Floor cleaner
 - o) Ice melt residue cleaner for floors
 - p) Tile floor and grout cleaner
 - q) Air-sanitizer
 - r) Stainless steel cleanser / polish
 - s) Shower scum / soap remover
 - t) Tile floor and grout sealer

- u) Vinyl floor wax and striper

SP - 5 **EQUIPMENT**

The contractor shall provide all equipment used in the performance of both contracts. This equipment includes, but is not limited to, the following:

- A. Floor machine and accessories
- B. Commercial vacuum and accessories
- C. Commercial canister vacuum and accessories
- D. Maids or trash carts
- E. Mop buckets, bucket trucks, wringers
- F. All other necessary equipment
- G. All equipment must be equipped with rubber protector guards and/or be made of a non-marking material.

SP - 6 **DAMAGE TO VILLAGE FACILITIES**

It shall be the contractor's responsibility to see that all of his or her staff members exact care when cleaning as not to damage any of the office furniture. If repairs are needed the Village will conduct the repairs as deemed necessary and bill back the contractor for the said repairs.

SP - 7 **MANDATORY WALKTHROUGH**

A general walk through inspection is scheduled for **February 7, 2018**. The walk through inspection will take place at 10:00 A.M. The walkthrough will begin at the Memorial Building (19 E. Chicago, Hinsdale, IL 60521) in front of the Front Desk. Failure to attend the mandatory pre-bid walkthrough will result in disqualification and rejection of proposals received.

The contractor must post and provide the Village with M.S.D. and or right to know data sheets on all chemicals used.

SP - 8 **SCHEDULE OF CLEANING SERVICES**

Listed below are the Village facilities that will be serviced for the duration of the contract and the tasks per given facility.

SCHEDULE OF CLEANING SERVICES

LOCATION

VILLAGE HALL/MEMORIAL BUILDING
19 East Chicago Avenue
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Empty & reline waste basket	X					
2	Clean ash trays - outside	X					
3	Spot clean entrance doors & floors	X					
4	Remove fingerprints from desks, counters, etc.	X					
5	Dust furniture, ledges, cabinets, etc.	X					
6	Clean & sanitize drinking fountains	X					
7	Clean & service ash urns	X					
8	Wash & clean cafeteria tables, chairs, containers	X					
9	Clean & wash blackboards	X					
10	Air sanitize offices, rooms, lounges	X					
11	Place trash in disposal company pickup area	X					
12	Leave all client papers undisturbed	X					
13	Clean air vents			X			
14	Empty all recycling paper, plastic, aluminum and cardboard from various containers throughout the building. Material must be broken down and put into containers in the lower level basement trash room.	X					

WASHROOMS							
15	Empty containers & disposal, insert liners	X					
16	Clean & sanitize all vitreous fixtures, & exterior of all containers	X					
17	Clean & polish chrome fittings, mirrors, dispensers, & receptacles	X					
18	Spot wipe & sanitize partitions, counters, &	X					

ATTACHMENT A

	walls near basins & urinals						
19	Wet mop & disinfect floors with germicidal solution EPS certified @ 1 oz./gal	X					
20	Acid disinfect toilet bowls & urinals to prevent lime & water rings	X					
21	Wash & sanitize all walls			X			
22	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
23	Machine scrub and sanitize tile floors				X		

CARPETING AND MATS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
24	Vacuum carpeting	X					
25	Vacuum entrance mats	X					
26	Spot clean spills, oil, tar spots		X				
27	Machine shampoo w/6% max. foam moisture & hot water extraction					XX	

TILE, TERRAZZO FLOORS, CERAMIC FLOORS, STAIRWELLS, TERRAZZO STEPS & SIDE PANEL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
28	Sweep or dust mop floors	X					
29	Damp clean with all purpose cleaner	X					
30	Sweep, damp clean, disinfect cafeteria	X					
31	Machine polish floors		XXX				
32	Machine scrub to remove black marks, heel scuffs, traffic soil. Apply high gloss finish				X		
33	Machine strip to remove wax buildup and apply multiple coats of high gloss finish				X		
34	Sweep, damp clean attic		X				

ATTACHMENT A

WINDOWS AND GLASS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
35	Spot clean and polish entrance door glass	X					
36	Clean & polish interior office window & door glass	X					

OUTSIDE BUILDING							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
37	Sweep & pickup debris out & around entrance & exits	X					

ELEVATOR							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
38	Clean & polish interior and floor tracks, strip wax & buff floor			X			

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE WATER TREATMENT PLANT
221 Symonds Drive
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Time During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As. Reqd.
1	Empty & reline waste basket	X					
2	Spot clean entrance doors & floors	X					
3	Dust furniture, ledges, cabinets, etc.	X					
4	Clean & sanitize drinking fountains	X					
5	Wash & clean cafeteria tables, chairs, containers	X					
6	Air sanitize offices, rooms, lounges	X					
7	Place trash in disposal company pickup area	X					
8	Leave all client papers undisturbed	X					

WASHROOMS							
9	Empty containers & disposal, insert liners	X					
10	Clean & sanitize all vitreous fixtures	X					
11	Spot wipe & sanitize partitions, counters, & walls near basins & urinals	X					
12	Wet mop & sanitize partitions, counters, & walls near basins & urinals	X					
13	Acid disinfect toilet bowls & urinals to prevent lime & water rings	X					
14	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
15	Wash & sanitize all walls & shower stalls			X			

CARPETING AND MATS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
20	Vacuum runners	X					
21	Machine shampoo w/6% max. foam					XX	

ATTACHMENT A

	moisture & hot water extraction						
22	Vacuum office carpet	X					

TILE, TERRAZZO FLOORS, CERAMIC FLOORS & STAIRWELLS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
23	Sweep or dust mop floors	X					
24	Damp clean with all purpose cleaner	X					
25	Sweep, damp clean, disinfect cafeteria	X					
26	Machine polish floors			XXX			
27	Machine strip to remove wax buildup and apply multiple coats of high gloss finish				X		

WINDOWS AND GLASS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
28	Spot clean and polish entrance door glass	X					
29	Clean & polish interior office window & equipment room windows			X			

OUTSIDE BUILDING							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
30	Sweep & pickup debris out & around entrance & exits	X					

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE PUBLIC WORKS GARAGE

225 Symonds Drive

Hinsdale, Illinois

LEGEND

X Once During Period

XX Twice During Period

XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Light sweeping where needed	X					
2	Check, sweep up any amounts of dirt	X					
3	Clean stairs	X					
4	Remove oil	X					
5	Clean interior and exterior glass	X					
6	Sweep, remove heavy dirt	X					
7	Power sweep floor		X				
8	Wash floor with hose		X				
9	Clean out interior floor drains			X			
10	Clean out exterior floor drains			X			
11	Clean garage doors and glass windows		X				
12	Clean windows screens and green shades					X	
13	Provide staff for 8 hours to clean the facility in preparation for a Garage Sale special event						X

OFFICES							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
14	Empty trash	X					
15	Dusting	X					
16	Sweep and wet mop tile floors	X					
17	Clean glass, garage cans, doors		X				
18	Intensive dusting		X				
19	Dust ceiling and walls			X			

ATTACHMENT A

20	Spot wash walls			X			
21	Strip & wax tile floors *BUFF ONLY *		*X		X		

**Note: THE FOLLOWING FOUR DAILY ACTIVITIES TO BE PERFORMED AFTER 9:00 A.M. BREAK
- AFTER 12: P.M. LUNCH BREAK**

LUNCHROOM AND LOCKER ROOM							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
22	Wipe clean ash trays, tables, window ledges, sink, counter top	X					
23	Remove garbage from garbage cans, ash trays, table tops, floor	X					
24	Sweep, mop and disinfect floor	X					
25	Refill supplies of towels and soap	X					
26	Dust all ledges, corners, and ceiling		X				
27	Clean glass doors, windows in and out		X				
28	Buff floor to a shine		X				
29	Wash and disinfect garbage can			X			
30	Spot wash walls			X			
31	Strip and wax tile floors				X		
32	Clean air vents, light fixtures				X		

THE FOLLOWING FOUR DAILY ACTIVITIES TO BE PERFORMED AFTER 12:00 P.M. LUNCH BREAK - AFTER 3:30 P.M.

UPSTAIRS AND DOWNSTAIRS WASHROOMS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
33	Wash, clean & disinfect urinals, toilets, and partitions (sanitize shower stall*) sinks	XX				*X	
34	Wipe clean waste containers, window ledges, and benches	XX					
35	Sweep, mop and disinfect floors	XX					
36	Refill supplies and towels, tissues, soap	XX					
37	Clean tops of lockers, window ledges, corners, remove cobwebs from ceiling		X				
38	Buff floor to a shine			X			
39	Spot wash walls			X			

ATTACHMENT A

40	Strip and wax tile floors				X		
41	Clean air vents, light fixtures				X		

UPPER, LOWER, FLOORS AND MEZZANINE							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
42	Wipe clean drinking fountain, front desk, outside stairs, ledges, doors, remove oil	X					
43	Sweep floors in front of lunchroom & washroom, stairways, all major walking routes	X					
44	Clean interior/exterior glass	X					
45	Clean interior/exterior office doors	X					
46	Sweep floor with power sweeper		X				
47	Clean garage doors and glass windows		X				
48	Clean window screens & green shades			X			
49	Wash garage floor & stairway with hose squeegee dry			XX			
50	All interior/exterior high/low windows shall be cleaned					X	

AUTO SHOP AND BATHROOM							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
51	Wipe, clean ashtrays, tables, window ledges, sink counter top	X					
52	Remove garbage from garbage cans, ash trays, table tops, floor	X					
53	Sweep, mop and disinfect floors	X					
54	Refill supplies of towels and soap	X					
55	Dust all ledges, corners and ceiling	X					
56	Clean glass, all doors and glass windows	X					
57	Clean garage doors and glass windows		X				
58	Move equipment off wall and sweep and powerwash floor			X			
59	Buff office floor to shine		X				
60	Strip and wax tile floors			X			

ATTACHMENT A

61	Wash and disinfect garbage cans			X			
62	Spot wash walls			X			
63	Clean air vents and light fixtures			X			

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE POLICE DEPARTMENT
 121 Symonds Drive
 Hinsdale, Illinois

LEGEND

X Once During Period
 XX Twice During Period
 XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Empty & reline waste basket	X					
2	Spot clean entrance doors & floors	X					
3	Remove fingerprints from desks, counters, etc.	X					
4	Dust furniture, ledges, cabinets, etc.	X					
5	Clean & sanitize drinking fountains	X					
6	Empty, clean & service ash urns	X					
7	Wash & clean cafeteria tables, chairs, containers	XX					
8	Clean & deodorize refrigerator in lunchroom			X			
9	Clean fronts and inside of cabinets in lunchroom			X			
10	Clean & wash blackboards						X
11	Air sanitize offices, rooms, lounges	X					
12	Place trash in disposal company pickup area	XX					
13	Vacuum and deodorize quiet room		X				
14	Leave all client papers undisturbed	X					
15	Spot wash walls			X			
16	Remove dirt and mop marks on baseboards			X			
17	Clean air vents			X			

WASHROOMS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
18	Empty containers & disposal, insert liners	XX					

ATTACHMENT A

19	Clean & sanitize all vitreous fixtures, & exterior of all containers	XX					
20	Clean & polish chrome fittings, mirrors, dispensers, & receptacles	XX					
21	Wash, clean and disinfect urinals, toilet, sink, floor and walls	XX					
22	Wet mop & disinfect floors with germicidal solution EPS certified @ 1oz./gal.	XX					
23	Acid disinfect toilet bowls & urinals to prevent lime & water rings	XX					
24	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
25	Scrub and sanitize entire shower stalls in locker rooms		XXX				
26	Sanitize cell blocks & locker rooms	X					

CARPETING AND MATS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Req'd.
27	Vacuum carpeting w/upright, two motor system	X					
28	Vacuum entrance mats	X					
29	Spot clean spills, oil, tar spots	X					
30	Machine shampoo w/6% max. foam moisture & hot water extraction						X

TILE, TERRAZZO FLOORS, CERAMIC FLOORS & STAIRWELLS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Req'd.
31	Sweep or dust mop floors	X					
32	Damp clean with all purpose cleaner	X					
33	Sweep, damp clean, disinfect cafeteria	X					
34	Machine polish floors		XXX				
35	Machine scrub to remove black marks, heel scuffs, traffic soil. Apply high gloss finish.						X
36	Machine strip to remove wax buildup and apply multiple coats of high gloss finish or sealer						X
37	Sweep, damp clean attic	X					

ATTACHMENT A

38	Sweep or wash floor in auto parking garage and west storage room	X					
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WINDOWS AND GLASS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
39	Clean all interior and exterior glass panel sections and doors clean and polish metal framing	X					
40	Clean and polish all interior office windows and door glass	X					

OUTSIDE BUILDING							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
41	Sweep & pickup debris out & around entrance & exits	X					

ELEVATOR							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
42	Clean & polish interior & floor tracks. Shampoo carpet			X			

SCHEDULE OF CLEANING SERVICES

LOCATION

BRUSH HILL (HINSDALE) COMMUTER STATION
25 East Hinsdale
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Dust all furniture, cabinets, ledges	X					
2	Remove fingerprints from furniture, counters, and cabinets	X					
3	Empty and clean waste baskets, ash trays	X					
4	Remove trash & waste from building and place in outside container	X					
5	Leave all client papers undisturbed						X
6	Furnish all paper supplies, cleaning supplies, & equipment						X
7	Clean & refurbish natural wood surfaces with a wood preservative, polish brass kick plates				X		

WASHROOMS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
8	Clean & sanitize all vitreous fixtures	X					
9	Disinfect toilet bowl & urinals, prevent lime & water rings	X					
10	Clean & polish all chrome fixtures & mirrors	X					
11	Damp wipe & sanitize partitions, counters & walls near basin area	X					
12	Empty & wash sanitary containers	X					
13	Fill all dispensers to limit	X					

ATTACHMENT A

FLOORS AND WALLS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
14	Sweep and pickup debris	X					
15	Damp clean with a germicidal solution	X					
16	Machine or hand scrub & buff to gloss open areas, apply Taski Wiwax as per Village specs. *Buff only			*X	X		

WINDOWS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
17	Clean interior & exterior windows			X			
18	Clean 13 glass panels also top sections			X			
19	Clean door glass	X					

OUTSIDE BULLETIN BOARD (CENTER BREEZEWAY, EAST, WEST, & NORTH SIDES)							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
20	Clean all exterior metal frames		X				
21	Clean glass inside & out, key will be provided		X				

OUTSIDE BUILDING							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
22	Pick up debris around building	X					
23	Sweep stoops outside doors	X					

SCHEDULE OF CLEANING SERVICES

LOCATION

HIGHLANDS STATION
25 East Hinsdale
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

GENERAL							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Dust all furniture, cabinets, ledges	X					
2	Remove fingerprints from furniture, counters	X					
3	Empty & clean waste baskets, ash trays	X					
4	Remove trash & waste from building & place in outside container	X					
5	Furnish all paper						X
6	Clean & refurbish natural wood surfaces with a hardwood preservative				X		

FLOORS AND WALLS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
7	Sweep and pickup debris	X					
8	Damp clean with germicidal solution	X					
9	Machine scrub tile				X		
10	Wash walls, ceiling, and doors						X

WINDOWS							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
11	Clean interior and exterior of all windows		X				
12	Clean glass in entrance door	X					

ATTACHMENT A

OUTSIDE BUILDING TILE							
No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
13	Sweep stairs east of building	X					
14	Pick up debris around building	X					

ATTACHMENT A

ATTACHMENT C

LIST OF DRAWINGS

NONE

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

NONE

APPENDIX 1

COMPLIANCE WITH PREVAILING WAGE RATES: To the extent it applies, all work associated with this contract is subject to the Illinois Prevailing Wage Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at www.illinois.gov/idol. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. **This maintenance contract is not subject to prevailing wage.**