

AGREEMENT FOR FURNITURE SUPPLY, DELIVERY AND INSTALLATION

This Agreement for Furniture Supply, Delivery and Installation (the "Agreement"), made this 18th day of April, 2024, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 East Wesley Street, Wheaton, Illinois, 60187 and Thomas Interiors, an Illinois Company (the "Contractor"), with its principal place of business at 476 Brighton Drive, Bloomingdale, Illinois, 60108 collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

- A. The District requires supply, delivery and installation of furniture and related services and materials for the Community Center as more fully defined in the Scope of Work contained in the Instructions to Bidders and Bid Documents for the project "2024 Community Center Athletic Offices Furniture Supply/Delivery Bid" .
- B. Contractor has represented to the District that Contractor is an experienced provider capable of providing, delivering and setting up the equipment and related materials as set forth in the Bid Documents, and Contractor desires to perform the work.
- C. The District deems it in the best interest of the District to enter into an agreement with the Contractor to provide and deliver the chemicals.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties respectively agree and represent as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work: supply, delivery and installation of furniture and related items/services as more fully described in the bid documents for the project "2024 Community Center Athletic Offices Furniture Supply/Delivery Bid" (the "Work"), as indicated in the Scope of Work in the Bid Documents, dated March 27, 2024, attached to and incorporated as part of this Agreement by reference (the "Project Manual"). Delivery shall be to Wheaton Park District Community Center, 1777 South Blanchard Road, Wheaton, Illinois, 60189 or as otherwise directed by the Park District. The Work shall also include installation and setup for the additional cost set forth in Contractor's Base Bid and Alternate Bid.

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Supplementary Conditions, Special Conditions, Contractor's Bid Form dated April 10, 2024 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addendum No. 001 dated April 3, 2024, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

The Contract Documents represent the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the other Party that is not contained in the Contract Documents shall be valid or binding. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; c) Specifications; and d) Contractor's Proposal.

3. Term

Except for provisions that are stated to survive the expiration or termination of this Agreement, the term of this Agreement shall be from the date of execution through the date of Final Completion of the Work.

The Work, and each phase of the Work, shall be timely completed according to the dates set forth in the Scope of Work section of the bid documents provided, however, that Substantial Completion shall be not later than June 14, 2024 unless extended in writing by the Park District, and Final Completion of all Work shall be not later than June 28, 2024 unless extended in writing by the Park District.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents and to timely furnish and deliver; and install/setup all furniture and related items. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

5. Contract Sum

The District agrees to pay Contractor for the proper and timely performance of all of the Work in strict accordance with the Agreement the sum of **\$50,769.78** (which includes the Base Bid and the Alternate Bid #1; and includes the supply / delivery and the installation / set-up of furniture for both the Base Bid and Alternate Bid #1).

6. Payment

Contractor shall submit to the Park District monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7. Performance of the Work

Contractor agrees to perform all Work in a good and workmanlike manner. Contractor acknowledges that the Community Center will remain open to the public during the Work. Therefore, in performance of the Work, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

8. Delivery

As part of the Work, Contractor shall deliver all equipment to the locations set forth in Section 1 or as otherwise directed by the District.

9. Safety of Persons and Property

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors;
 - iii. Park District employees and other persons present at the site(s) of Contractor's Work, including members of the public; and

- iv. Personal and real property owned by the Park District.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor at its cost shall promptly remedy damage and loss to Park District real or personal property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

10. Warranty

Contractor warrants to the Park District that furniture furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Contractor shall unconditionally guarantee the furniture provided for the Work for a period of one year from the date of delivery or for the duration of the manufacturer's warranty, whichever is longer. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

11. Correction of Deficiencies.

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District. The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

13. Title

Title to the waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

Title to all equipment and related supplies and materials shall transfer to the District upon delivery to the District.

14. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for equipment, supplies, materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section, including without limitation any consequential damages, which Contractor hereby expressly waives.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor

an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from a substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 16 shall survive the termination or expiration of this Agreement.

15. Insurance

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

16. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all

claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) arises out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) arises from in whole or in part any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

17. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

18. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, and the parties hereby consent to, and waive objection to, the jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

19. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

20. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

21. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

22. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

23. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

24. Subcontracts.

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

25. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District: Wheaton Park District
 102 East Wesley Street
 Wheaton, IL 60187
 (Fax) 630-665-5880
 Attention: Executive Director

If to Contractor: Thomas Interiors
 476 Brighton Drive
 Bloomingdale, IL 60108
 (Fax) 630-980-4242
 Attention: Cindy Bertsch

26. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

27. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

28. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

29. Waiver of Consequential Damages

The Contractor expressly waives all claims against the Park District for consequential damages arising out of or relating to this Contract including, without limitation, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Section 14. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

By: 

Date: 4/29/2024

Attest:

By: _____

THOMAS INTERIORS

By: Valerie Lawson

Date: 4/25/2024

Attest:

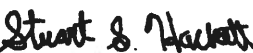
By: 
Signer ID: BZJJURVY8...

Exhibit D
Insurance Attachment

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

2. INDEMNIFICATION

The Contractor shall indemnify the Owner and others as required in Section 16 of The Agreement for Furniture Supply and Delivery (the "Contract").

WHEATON PARK DISTRICT
1000 Manchester Road
Wheaton, IL 60187
630-510-4976

PROJECT NAME: **2024 Community Center Athletic Offices Furniture Supply/Delivery Bid**

PROJECT SITE: **Community Center – Lower Level Athletic Offices, 1777 South Blanchard Road, Wheaton, IL 60189 (the “Project Site”)**

DATE: **March 27, 2024**

BID SUBMISSION DEADLINE: **Wednesday, April 10, 2024, at 10:00 a.m.**

ESTIMATED BOARD RECOMMENDATION: **April 17, 2024**

INSTRUCTIONS TO BIDDERS

The Wheaton Park District and Owner are one and the same. The Owner's representative or Project Manager, Steve Hinchee, can be contacted at the Park Services Center, 1000 Manchester Road, Wheaton, Illinois, 60187, 630-510-4976.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

I. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate, and the required result can be produced as indicated

in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

II. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing Work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date. *Will provide when awarded*

On reference form provided herein, list at least five (5) construction projects your organization has completed in the past three (3) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action. *None*

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection. *None*

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach

and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or owner's representative. *None*

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

The Park District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

III. SUBMISSION OF BID

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

IV. PLANS AND SPECIFICATIONS

Bid Documents are available electronically from the Park District commencing on **March 27, 2024**, by contacting:

Steve Hinchee
Email: shinchee@wheatonparks.org
Phone: 630-510-4976

V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject any or all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. The Park District will determine in its discretion the lowest responsible Bidder and may award the Contract to other than the lowest Bidder. No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Wheaton Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion

the best interest of the Park District will be served by such actions and in accordance with applicable law.

VI. SURETY

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. .

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

VII. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

VIII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner in its discretion. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids may be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Contract included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

IX. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or Furniture required under the Specifications, or to reject as not being and equal to or superior to the product or Furniture required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request

for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Steve Hinchey at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

X. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

XI. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or Furniture specified in the

application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

XII. PROTESTED SOLICITATIONS

Any actual or qualified prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted any time prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the bid deadline.

Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of 2 or more Park District employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

GENERAL CONDITIONS

The General Conditions are the _ included in these Bid Documents (the "General Conditions").

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that

insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

2. INDEMNIFICATION

The Contractor shall indemnify the Owner and others as required in Section 16 of The Agreement for Furniture Supply and Delivery (the "Contract").

SPECIAL CONDITIONS

The Special Conditions of the Contract are:

1. The Community Center shall remain open to staff and the public for the duration of the Project, but the specific rooms where work is occurring will be closed for this project while the work is occurring. As such, Contractor shall maintain the Project Site in a manner that ensures safe access to the Project Site by the public, Park District staff and others requiring access to the Project Site. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
2. Time is of the essence to the Contract. Should the Contractor fail to complete the Work on or before the Substantial Completion date as stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of \$100.00 per calendar day, not as a penalty but as a liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

SCOPE OF WORK

- PROJECT:** 2024 Community Center Athletic Offices Furniture Supply/Delivery Bid
- BID DUE DATE:** April 10, 2024, at 10:00 a.m. at the Park Services Center, 1000 Manchester Road, Wheaton, IL 60187
- STARTING DATE:** Upon issuance of a notice to proceed from the Owner which shall not be prior to approval by the Wheaton Park District Board of Park Commissioners and receipt of an executed Contract and the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate holder and additional insured as provided in these Bid Documents.
- SITE WORK BEGIN:** Upon receipt of signed contracts, bonds and certificate of insurance and notice to proceed from the Owner. On site work shall start no earlier than May 15, 2024. **Room remodeling construction by Others must be completed prior to starting this project. Owner anticipates, but does not guarantee, that this work will be completed by May 10, 2024. No claim for escalation or delay damages will be permitted if the remodeling construction work by Others is not completed by May 10, 2024 or such other time as permitted by Owner; Contractor's only remedy in such case will be an extension of time to complete the Work.**
- SUBSTANTIAL COMPLETION:** Not later than June 14, 2024
- FINAL COMPLETION:** Not later than June 28, 2024
- JOBSITE:** Community Center – Lower Level - Athletic Offices, 1777 South Blanchard Road, Wheaton, IL 60189
- SCOPE OF WORK:** **New Athletic Offices Furniture**
- Supply, delivery and installation (alternate) of new office furniture for the Athletic Offices improvements as set forth in the drawings, plans and specifications. Removal of existing office furniture from the offices will be done by Owner.

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Sit on It Seating	Rep Name:	Michele Gates
Product Line / Series:	Hexy Task Chair	Phone No.:	312.286.9807
Dimensions:	26.25"W x 27"D x 36.5"H	Email Address:	michele@designlinesgroup.com
Plan Tag:	C-1		
Quantity:	11		

Finishes

Mesh: Nickel

Frame/Metal/Arms: Black

Fabric: Pattern:Spice, Color: Chai

Description:

Hexy mid back task chair. Casters for use on hard surface. Multi adjustable arms. Mesh back upholstered seat.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Sit on It Seating	Rep Name:	Michele Gates
Product Line / Series:	Wit Side Chair	Phone No.:	312.286.9807
Dimensions:	22.5"W x 23"D x 33.75"H	Email Address:	michele@designlinesgroup.com
Plan Tag:	C-2		
Quantity:	9		

Finishes

Mesh: Woven Striped, Frost
Frame/Metal/Arms: Shell color: Black. Frame Color: Silver
Fabric: Pattern: Malibu. Color: Soot

Description:

Wit side chair. Mesh back, upholstered seat with arms.
Glides for use on hard surface.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Global Total Office	Rep Name:	Alesia Atwood
Product Line / Series:	Princeton/Zira	Phone No.:	708.793.0792
Dimensions:	N/A	Email Address:	aatwood@globalfurnituregroup.com
Plan Tag:	OF-1		
Quantity:	1		

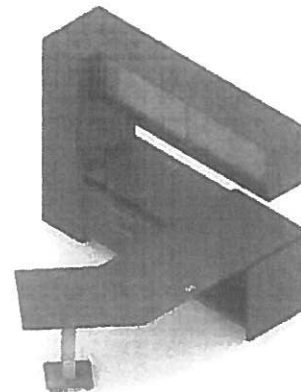
Finishes

Laminate Finish: Desk Shell: Willow Gray WGY, Desk Top: Noce Leggero NEL
Metal Finish: TBD. Selected from manufacturers full range

Description:

Free standing 30"x96" angled desk, Princeton collection, cut in field. Zira collections, continuous worksurface along wall. (1) worksurface will be cut in field. All worksurfaces to be at the same height. Zira storage, (1) 66"H wardrobe unit, (1) under worksurface 1.5 box/lateral file storage. 36"W. (1) overhead storage unit 72"W w/doors, tackboard and task light below. Include (1) grommet in each worksurface. No back panels along so power and data can be accessible. Refer to drawings for additional information. PVC edge on worksurface.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel

Project Number: 2023-011

Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer: Global Total Office

Rep Name: Alesia Atwood

Product Line / Series: Zira

Phone No.: 708.793.0792

Dimensions: N/A

Email Address: aatwood@globalfurnituregroup.com

Plan Tag: OF-2

Quantity: 7

Finishes

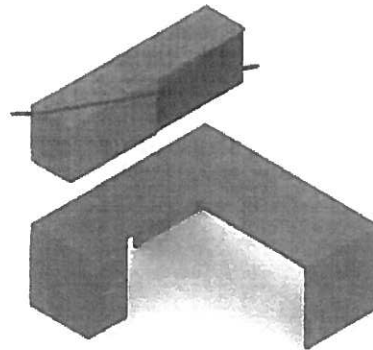
Laminate Finish: Desk Shell: Willow Gray WGY, Desk Top: Noce Leggero NEL

Metal Finish: TBD. Selected from manufacturers full range

Description:

Free standing 30"x66" desk with full modesty and end panels. 24" x 54" return with stationary BBF pedestal. Return desk shall have no or half height modesty back panel to allow for access to power and data on wall. Include pencil tray. Include (1) grommet in each worksurface. Tackboards along entire length of wall above desk and return. All storage locking. No overhead storage. Refer to drawings for additional information. PVC edge on worksurface.

Product Image:



Images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel

Project Number: 2023-011

Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer: Global Total Office

Rep Name: Alesia Atwood

Product Line / Series: Zira

Phone No.: 708.793.0792

Dimensions: N/A

Email Address: aatwood@globalfurnituregroup.com

Plan Tag: OF-3

Quantity: 1

Finishes

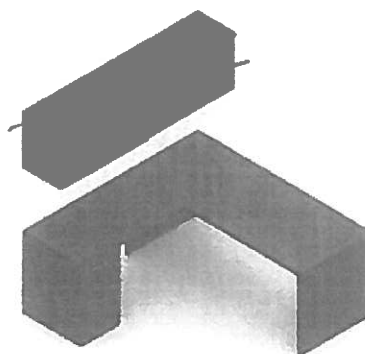
Laminate Finish: Desk Shell: Willow Gray WGY, Desk Top: Noce Leggero NEL

Metal Finish: TBD. Selected from manufacturers full range

Description:

Wall mounted/freestanding Zira worksurfaces. (1) 24"D x 72"W with stationary BBF pedestal. Include pencil tray. (1) combination of worksurfaces to make 30"D x 108"W worksurface, cut in field. Include no or half back panel to allow for access to power and data on walls. All storage locking. Include tackboards along entire length of wall above 72"W top. Include (1) grommet in each worksurface. No overhead storage. Refer to drawings for additional information. PVC edges on worksurface

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Global Total Office	Rep Name:	Alesia Atwood
Product Line / Series:	Zira	Phone No.:	708.793.0792
Dimensions:	N/A	Email Address:	aatwood@globalfurnituregroup.com
Plan Tag:	OF-4		
Quantity:	1		

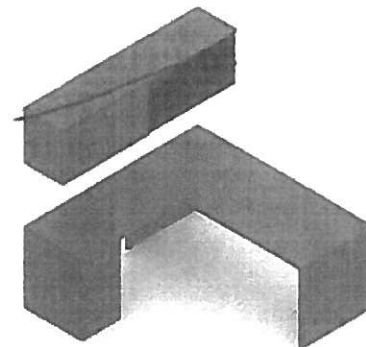
Finishes

Laminate Finish: Desk Shell: Willow Gray WGY, Desk Top: Noce Leggero NEL
Metal Finish: TBD. Selected from manufacturers full range

Description:

Freestanding Zira worksurface. (1) 30"D x 66W desk.
Allow for clear knee access from 30"D top to return top.
(1) 24"D x 72"W return with stationary BBF pedestal.
Include pencil tray. Include no or half back panel to allow
for access to power and data on walls. All storage locking.
Include tackboards along entire length of wall above 72"W
top. Include (1) grommet in each worksurface. No
overhead storage. PVC edges on worksurface.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Global Total Office	Rep Name:	Alesia Atwood
Product Line / Series:	Zira	Phone No.:	708.793.0792
Dimensions:	N/A	Email Address:	aatwood@globalfurnituregroup.com
Plan Tag:	OF-5		
Quantity:	1		

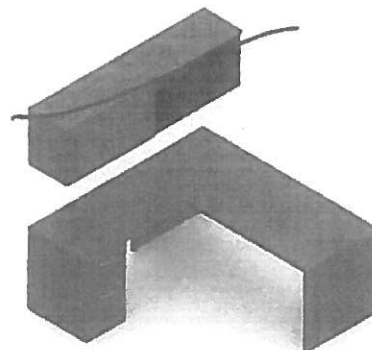
Finishes

Laminate Finish: Desk Shell: Willow Gray WGY, Desk Top: Noce Leggero NEL
Metal Finish: TBD. Selected from manufacturers full range

Description:

Freestanding desk 30"D x 66"W with stationary BBF Pedestal. Include pencil tray. Include no or half back panel to allow for access to power and data on walls. All storage locking. Include tackboards along entire length of wall above 72"W desk. Include (1) grommet in each worksurface. No overhead storage. PVC edges on worksurfaces

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Global Total Office	Rep Name:	Alesia Atwood
Product Line / Series:	Zira	Phone No.:	708.793.0792
Dimensions:	N/A	Email Address:	aatwood@globalfurnituregroup.com
Plan Tag:	SC-1 (<i>ALTERNATE BID ITEM</i>)		
Quantity:	10		

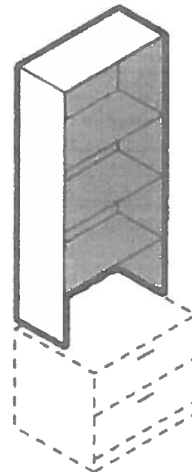
Finishes

Laminate Finish: Willow Gray WGY
Metal Finish: TBD. Selected from manufacturers full range

Description:

Zira storage. Combination cabinet. (2) drawer lateral file
30"W with open bookcase above. Total overall height
66"H. Locking.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Global Total Office	Rep Name:	Alesia Atwood
Product Line / Series:	Zira	Phone No.:	708.793.0792
Dimensions:	N/A	Email Address:	aatwood@globalfurnituregroup.com
Plan Tag:	FF-1 (<i>ALTERNATE BID ITEM</i>)		
Quantity:	10		

Finishes

Laminate Finish: Willow Gray WGY
Metal Finish: TBD. Selected from manufacturers full range

Description:

Zira storage. Mobile FF pedestal. Locking.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel
Project Number: 2023-011
Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Sit on It Seating	Rep Name:	Michele Gates
Product Line / Series:	Wit Side Chair	Phone No.:	312.286.9807
Dimensions:	22.5"W x 23"D x 33.75"H	Email Address:	michele@designlinesgroup.com
Plan Tag:	C-3 (<i>ALTERNATE BID ITEM</i>)		
Quantity:	8		

Finishes

Mesh: Woven Striped, Frost
Frame/Metal/Arms: Shell color: Black. Frame Color: Silver
Fabric: Pattern: Malibu. Color: Soot

Description:

Wit side chair. Mesh back, upholstered seat with arms.
Casters for use on hard surface.

Product Image:



images are reference only and do not reflect exact specifications

Project Name: Wheaton Park District Comm. Center Remodel

Project Number: 2023-011

Project location: 1777 S. Blanchard ST. Wheaton, IL.



Manufacturer:	Global Total Office	Rep Name:	Alesia Atwood
Product Line / Series:	Zira	Phone No.:	708.793.0792
Dimensions:	120"W x 48"D	Email Address:	aatwood@globalfurnituregroup.com
Plan Tag:	T-1 (<i>ALTERNATE BID ITEM</i>)		
Quantity:	1		

Finishes

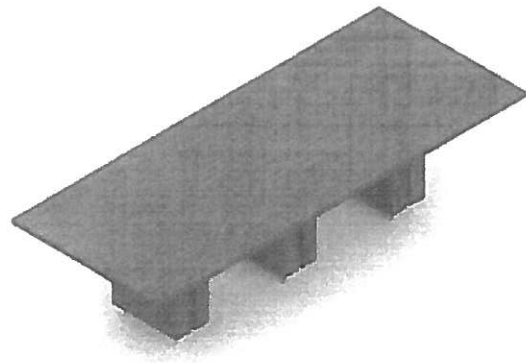
Laminate Finish: Willow Gray WGY

Metal Finish: TBD. Selected from manufacturers full range

Description:

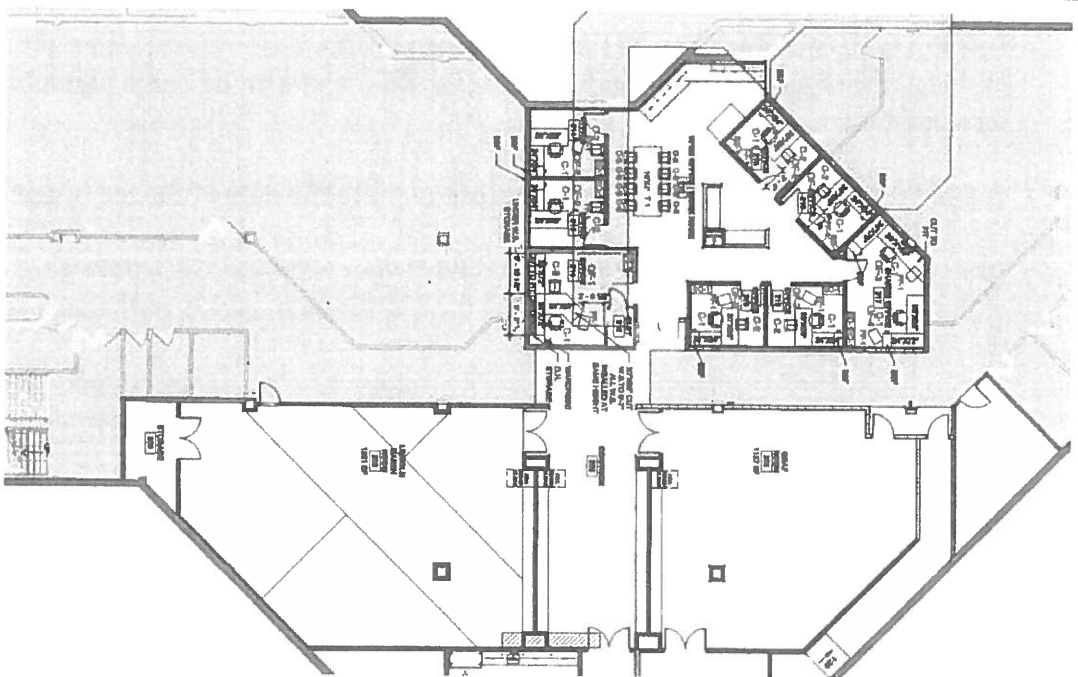
Zira table. 120"x48". No power. 1.5" thick standard PVC edge.

Product Image:



images are reference only and do not reflect exact specifications

FURNITURE PLAN

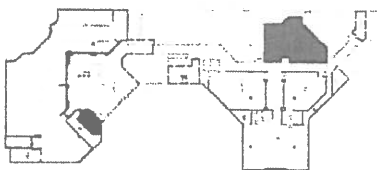


SCALE: 1/8" = 1'-0"

8

KEY PLAN - AREAS OF WORK

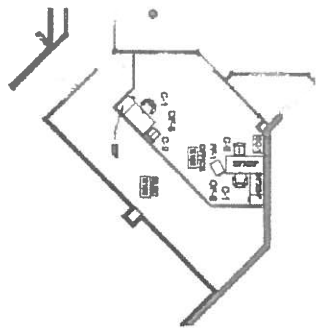
4



E102 FURNITURE PLAN

SCALE: 1/8" = 1'-0"

1



F1.1

PLANTING PLAN FOR FURNITURE



WILLIAMS ARCHITECTS
ARCHITECTURE | PLANNING | INTERIOR DESIGN
200 Park Boulevard, Suite 200, Naperville, IL 60563
Phone: 630-351-1212 / Fax: 630-351-1213



NO.	DATE	DESCRIPTION

WS No. 2020-011
Date 15 JANUARY
Owner AHS
Checked CME

COMM. CENTER PH 2 REMODEL
WHEATON PARK DISTRICT
1777 S Blanchard St
Wheaton, IL 60189

CONTRACT & SPEC

SECTION 1234567 P01

FOR THE PROVISION AND INSTALLATION OF
2024 COMMUNITY CENTER ATHLETIC OFFICES FURNITURE SUPPLY/DELIVERY BID

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or Work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. Omitted;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;

- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of at least five projects of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 10 day of April, 2024.

Name: Cindy Bertsch
By: Thomas Interiors
Signature: Cindy Bertsch
Title: Senior Account Leader

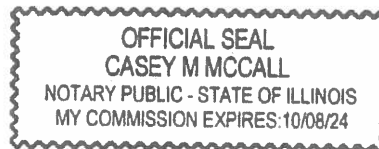
SUBSCRIBED AND SWORN TO before me

this 10 day of April, 2024.



Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)



PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS

FOR THE PROVISION AND INSTALLATION OF
2024 COMMUNITY CENTER ATHLETIC OFFICES FURNITURE SUPPLY/DELIVERY BID

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials, tools and equipment, and perform all work necessary for the Wheaton Park District to complete the construction of all items detailed in the written Specifications for the amounts set forth as follows:

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional and are given for the Bidder's convenience as well as provide a common basis for bidding. **The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take-off of work items.**

BASE BID PROPOSAL

(Please complete in ink, and print or type)

Base Bid	Total Amount
NEW OFFICE FURNITURE (Supply and Delivery) Base Bid Total (from page 17 of bid worksheet)	\$ 26,013.55
Alternate 1 – Installation/Set-up of New Office Furniture	\$ 33,143.55

Addendum # 001, _____, _____, _____, _____ have been received and acknowledged.

COMPANY NAME:

Thomas Interiors



ADDENDUM NO. 001

Project:	Wheaton Park District Community Center Remodel	Project Number:	2023-011
Location:	1777 S. Blanchard Rd. Wheaton, IL.	Date Prepared:	3 April 2024
Owner:	Wheaton Park District	Bid Package:	2024 Community Center Athletic Office Furniture
		Distributed to:	All Bidders

NOTE: The following changes are hereby made to the Contract Documents and insofar as the original Contract Documents are inconsistent therewith, the changes herein shall govern. All bidders shall acknowledge this Addendum by inserting its number and date on their Bid Proposal.

GENERAL INFORMATION:

1. Global Rep Contact information is Amanda Gotsch. 773.397.7398.
2. Furniture item C-1, include seat depth adjustment in the specifications.
3. Furniture item C-2 and C-3 change mesh back color to Nickel. Final color selection to be determined at time of order entry.
4. No overhead bins are included in the specifications for items offices OF-2, OF-3, OF-4 and OF-5.
5. Furniture item FF-1, include handles for the pedestals. No cushion top.
6. Willow grey has been discontinued. Change willow grey laminate selection to String STG. The worksurface top Noce Leggero NEL to remain.

ENCL: None
Distribution: Bidders

Prepared by: Carrie Kotera / Williams Architects

End of Addendum

PROJECT: 2024 Community Center Athletic Offices Furniture Supply/Delivery Bid

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME: Thomas Interiors
NAME OF BIDDER: Cindy Bertsch
(please print):
TITLE: Senior Account Leader
ADDRESS OF BIDDER: 476 Brighton Drive
CITY, STATE and ZIP: Bloomington, IL 61808 FAX NUMBER: 630-980-4242
PHONE NUMBER: 630-671-4200 E-MAIL: cindyb@thomasinteriors.com
CELL PHONE NUMBER: 630-730-7986
DATED THIS 10 DAY OF April 2024
SIGNATURE: Cindy Bertsch

PROJECT: 2024 COMMUNITY CENTER ATHLETIC OFFICES FURNITURE SUPPLY/DELIVERY BID

ALTERNATE #1: Installation/Set-up of New Office Furniture

(Please complete in ink, and print or type)

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

ALTERNATE BID ITEM #1	Total Amount
Installation/Set-up of New Office Furniture	\$ 17,626.33

COMPANY NAME:

Thomas Interiors

PROJECT: 2024 COMMUNITY CENTER ATHLETIC OFFICES FURNITURE SUPPLY/DELIVERY BID

UNIT COSTS: **NONE**

(Please complete in ink, and print or type)

This is a lump sum bid. Unit prices shall be provided for the purpose of facilitating adjustments to the base bid where unforeseen work is needed or by the request of the Owner. The Owner must agree to the quantity of work and shall provide written notice prior to proceeding with additional work.

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

COMPANY NAME:

Thomas Interiors

PROJECT: 2024 Community Center Athletic Offices Furniture Supply/Delivery Bid

REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1. Project Name & Address: DuPage County Health Dept. 111 N. County Farm Rd
Wheaton IL 60187
Project Date: 9/23 - 5/24 Phone: 630-682-7400
Owner & Contact Name: Pat Flaherty
Contact Email Address: PFlaherty@dupagehealth.org
Description of Project: Furnish 3 Floors with New & Existing Systems Furniture
2. Project Name & Address: First Trust Portfolios 120 E Liberty Wheat
Project Date: 2/24 Phone: 800-621-1675
Owner & Contact Name: Melissa Knoepfle
Contact Email Address: mknoepfle@ftportfolios.com
Description of Project: Expansion and reconfigure 2nd Floor
3. Project Name & Address: Wheaton College 561 College Ave Wheaton
Project Date: 3/23 Phone: 630-752-5000
Owner & Contact Name: Whitley Grey
Contact Email Address: whitley.grey@wheaton.edu
Description of Project: McAlister Hall - Private office, Conf Rooms, training, Lounge, Seating
4. Project Name & Address: Village of Montgomery
Project Date: 2023 Phone: 630-221-1212
Owner & Contact Name: Williams Architects
Contact Email Address: cakotera@williams-architects.com
Description of Project: Public Works offices, Seating
5. Project Name & Address: Village of Bensenville Senior Center
Project Date: 9/23 Phone: 630-455-4500
Owner & Contact Name: Tria Architects - Nancy Sander
Contact Email Address: nsander@tria-arch.com
Description of Project: Tables, ancillary for Center
COMPANY NAME: Thomas Interiors

PROJECT: 2024 COMMUNITY CENTER ATHLETIC OFFICES FURNITURE SUPPLY/DELIVERY BID

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. Intentionally omitted.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or Owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free


L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

By: _____
Its: _____

STATE OF IL)
)SS
COUNTY OF DePaul)

Dated: 4/10/2024


(Notary Public)

OFFICIAL SEAL
CASEY M MCCALL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/08/24

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Wheaton Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

Thomas Inferiors
Name of Contractor/Subcontractor (print or type)

Stuart Hackett, HR Manager
Name and Title of Authorized Representative (print or type)

Stuart B. Hackett Dated: 4/10/24
Signature of Authorized Representative

B. The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Drug-Free Workplace Policy

Purpose

Thomas Interiors has a longstanding commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the Company operates. Alcohol and drug abuse poses a threat to the health and safety of Thomas Interiors employees and to the security of the Company's equipment and facilities. For these reasons, Thomas Interiors is committed to the elimination of drug and alcohol use and abuse in the workplace.

Scope

This policy outlines the practices and procedure designed to correct instances of identified alcohol and drug use in the workplace. This policy applies to all employees and all applicants for employment of Thomas Interiors.

Employee Assistance and Support

Illegal drug use and alcohol misuse have many serious adverse health and safety consequences. The HR Department is available to assist employees in finding sources of help for drug or alcohol issues.

Thomas Interiors supports employees who voluntarily seek help for such problems before becoming subject to discipline or termination under this or other Thomas Interiors policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests.

For any employee who has not voluntarily requested assistance, once a drug test has been scheduled, unless otherwise required by law, the employee will have forfeited the opportunity to be granted a leave of absence for treatment and may be subject to discipline, up to and including termination.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effects on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor or to Human Resources.

Work Rules

1. Whenever employees are working, are operating any Thomas Interiors vehicle, are present on Thomas Interiors premises or are conducting Company-related work offsite, they are prohibited from:

- a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of an illegal drug as defined in this policy.
 - c. Possessing, consuming, or being under the influence of alcohol, unless pre-approved by a supervisor for a client meeting, work function, or other approved purpose.
2. The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body system, while performing Company business or while in a Company facility, is prohibited.
3. Thomas Interiors will also not allow employees to perform their duties while taking prescribed drugs that adversely affect their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Thomas Interiors reserves the right to set standards for employment and may require employees, as a condition of continued employment, to submit to drug testing as described below:

Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations of apparent workplace use, possession or impairment.

Once directed to undergo testing, the employee will not be allowed to drive to the testing facility. A Company representative will escort the employee and make arrangements for the employee to be transported home. Those who refuse to be escorted or insist on driving themselves to the testing facility or elsewhere after having been confronted on the grounds of reasonable suspicion may be subject to discipline, up to and including termination.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that damage a Thomas Interiors vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that an employee's impairment contributed to the injury.

Employees are required to report any accidents or injuries as soon as an employee becomes aware of the accident or injury.

Consequences

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.

Employees who refuse to cooperate with the required testing procedure or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy may be terminated.

After the results of a test are received, a meeting will be scheduled to discuss the results with a member of management and HR.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to medical personnel should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

Thomas Interiors reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Crimes Involving Drugs

Thomas Interiors does not desire to intrude into the private lives of its employees, but recognizes that employees' off-the-job involvement with drugs may have an impact on the workplace. Therefore, Thomas Interiors reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off Company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days of the conviction. Failure to comply will result in appropriate discipline, up to and including termination. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Thomas Interiors.

Smoke-Free Workplace Policy

Thomas Interiors is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Accordingly, it is the policy of Thomas Interiors to prohibit smoking on all Company premises in order to provide and maintain a safe and healthy work environment for all employees. For purpose of this policy, smoking is defined as inhaling or carrying a lighted cigarette, cigar, pipe or using any electronically-operated device which may or may not contain nicotine in a combination with other chemicals that are intended to be inhaled as a vapor by the user. Electronic smoking device (i.e., e-cigarettes, vaping) means an electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, vaporizer, cigar, cigarillo, or pipe.

**ADDENDUM NO. 001**

Project:	Wheaton Park District Community Center Remodel	Project Number:	2023-011
Location:	1777 S. Blanchard Rd. Wheaton, IL.	Date Prepared:	3 April 2024
Owner:	Wheaton Park District	Bid Package:	2024 Community Center Athletic Office Furniture
		Distributed to:	All Bidders

NOTE: The following changes are hereby made to the Contract Documents and insofar as the original Contract Documents are inconsistent therewith, the changes herein shall govern. All bidders shall acknowledge this Addendum by inserting its number and date on their Bid Proposal.

GENERAL INFORMATION:

1. Global Rep Contact information is Amanda Gotsch. 773.397.7398. agotsch@globalfurnituregroup.com
2. Furniture item C-1, include seat depth adjustment in the specifications.
3. Furniture item C-2 and C-3 change mesh back color to Nickel. Final color selection to be determined at time of order entry.
4. No overhead bins are included in the specifications for items offices OF-2, OF-3, OF-4 and OF-5.
5. Furniture item FF-1, include handles for the pedestals. No cushion top.
6. Willow grey has been discontinued. Change willow grey laminate selection to String STG. The worksurface top Noce Leggero NEL to remain.

ENCL: None

Distribution: Bidders

Prepared by: Carrie Kotera / Williams Architects

End of Addendum

