

DOWNERS GROVE PARK DISTRICT
Doerhoefer Park Transformer Replacement & Related Improvements
Bid Opening Minutes

February 9, 2010
2:00 PM

Present Director of Recreation Sandy Pfundheller; Director of Parks Todd Reese; Landscape Architect Paul Fyle; Clerk Debbie Bender

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Visitors John McKittrick – Fitzgerald Lighting; William Spencer – Utility Dynamics; Mike Capozziele – Gaffney’s PMI

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Bid Opening Administrator Cermak stated he would open the sealed bids for Doerhoefer Park Transformer Replacement and Related Improvements. The following bids were opened and read aloud:

BID SUBMITTED BY	TOTAL BID PRICE
1. Adlite Electric Co., Inc. 1355 East Golf Road Des Plaines, IL 60016	\$56,686.00
2. Utility Dynamics Corporation 23 Commerce Drive Oswego, IL 60543	\$46,400.00
3. Gaffney’s PMI 1890 Suncast Lane Batavia, IL 60510	\$36,860.00
4. Fitzgerald Lighting 1585 Beverly Street Aurora, IL	\$39,781.00

Director of Recreation Pfundheller stated that Staff would review the bids and compile the data for a recommendation to the Board of Park Commissioners at their Regular Meeting on February 18th, 2010 to be held at the Village Council Chambers at 801 Burlington, Downers Grove, IL.

Director of Recreation Pfundheller thanked the visitors for attending and for their time and effort in preparing the bids.

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between GAFFNEY'S PMI (hereafter the "Contractor") and the DOWNERS GROVE PARK DISTRICT (hereafter "District").

WHEREAS, Contractor will be performing services and work for the District as set forth in the Project Manual and Construction Drawings for the DOERHOEFER PARK TRANSFORMER REPLACEMENT & RELATED IMPROVEMENTS and the Contractor's submitted Bid Proposal Form, attached hereto as Exhibit A, and includes a Contract Lump Sum Base Bid of \$36,860.00; and

WHEREAS, Contractor may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

WHEREAS, the Exhibits attached hereto, contain the terms of the engagement of the Contractor by the District and are hereby incorporated into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the District and to indemnify and hold harmless the 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 paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the District would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the District, its officers, officials, employee, 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 provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of the District, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability

\$500,000.00	Per Accident
\$500,000.00	Disease, Policy Limit
\$500,000.00	Disease, Each Employee
 2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate
 2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)
 3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - b. Property Damage:

\$1,000,000.00	Per Occurrence
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 4. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
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4. To have all policies of insurance purchased or maintained in fulfillment hereof name the District as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverages and the addition of the District as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the District. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. To agree that nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional

insureds with respect to claims arising out of operations performed by or on their behalf. If the “additional insureds” have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

6. To furnish any written program, policy, affidavit or Certificate in connection with the work covered by this agreement as required by law.
7. To pay and require every Subcontractor to comply with all terms of the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. to the extent it applies and as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by the Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. Contractor shall also be solely responsible for complying with the Substance Abuse Prevention on Public Works Act as it amends the Prevailing Wage Act and, prior to commencing work, shall file a copy of the required written Substance Abuse Prevention Program with the Owner.
8. ~~The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract.~~

/SIGNATURE PAGE TO FOLLOW/

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.


This agreement shall be in full force and effect from the 19th day of February, 20 10 until such time as it is terminated by the District.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this 19th day of February, 20 10.

DOWNERS GROVE PARK DISTRICT

CONTRACTOR

Robert J. Selwitz



Steve Sporn
Printed Name

President
Title