

CITY OF BERWYN NORTH FIRE STATION

6615 W. 16th Street

HVAC SYSTEM REPLACEMENT

ROOF TOP UNITS (RTU) #1 & #3

REQUEST FOR PROPOSALS

REVISION 1

ISSUED FOR BID

Owner



The City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

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1. TIME AND PLACE OF FURNISHING OF PROPOSALS

Proposals for the project described herein will be received at the office of the City Clerk, the CITY OF BERWYN 6700 WEST 26th STREET BERWYN, ILLINOIS 60402, until 12:00pm on October 18th, 2017 and will be publicly opened and read at 2:00pm on October 18th, 2017.

2. DESCRIPTION OF WORK

City of Berwyn (Berwyn) is seeking a firm fixed fee proposal from qualified contractors to provide Design/Build/Installation services for the replacement of the heating, ventilation and air conditioning (HVAC) for RTU Units #1 and #3 at the Berwyn North Fire Station located at 6615 W. 16th Street, Berwyn, IL 60402 (Site).

This Request for Proposal (RFP) is being solicited based on the following specifications set forth in the section "Project Scope of Work".

3. INSTRUCTIONS TO BIDDERS

- A. Request for Proposal documents may be obtained from the **City Clerk, City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, 60402** or online at the City of Berwyn website (www.berwyn-il.gov/).
- B. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws.
- C. Review and acknowledge the City Of Berwyn Ordinance No. 17-22 (Establishing Responsible Bidder Requirements On Public Works Construction Projects). **See Appendix A.**
- D. Officer of the company or similar position of authority will need to sign both the bid response and final closing contract.

4. AWARD CRITERIA AND REJECTION OF BIDS

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the City in the Proposal. The issuance of Plans and Proposal forms, etc. for bidding shall not be the sole determinant of responsibility. The City reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements and to waive technicalities.

5. COMPETENCY OF PROPOSER:

No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the state and/or federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn.

6. INSURANCE PROVISIONS

Description: This item shall consist of the Contractor's efforts to protect the Owner and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineers, and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportioned amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or its Engineers, and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

The Contractor expressly understands and agrees that the \$10,000 performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and its Engineers, and its agents and employees as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and their agents, employees, and consultants (the

"Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner (naming the Owner as an additional insured) **before starting construction**, or within five (5) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner, the contractor may be disqualified.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER must be named as additional insureds on a "primary basis" noted below and all insurance noted under Parts 2, 3 and 4 below must be provided, unless specifically deleted for this project.

A. **Minimum Limits of Insurance**

Contractor and his Subcontractors shall maintain limits of no less than:

1. Contractors-
Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER shall be named as Additional Insureds. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.
4. Umbrella Liability: Umbrella Liability Policy for not less than \$4,000,000.

Insurance under Parts 5, 6 and 7 below will be required if indicated by an "X".

X 5. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.

X 6. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.

B. Contractor's Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner. It shall be the Contractor's responsibility to ensure that said Notice is delivered to the Owner by Certified Mail, "Return Receipt Requested."

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed.

2. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binders by the Owner shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate Certificates for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. All insurance shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications. Failure to procure and maintain the required insurance coverage shall be considered a breach of Contract.

7. ADDITIONS TO AND/OR DELETIONS FROM THE CONTRACT

The Owner has decided to solicit Bids in an effort to better determine the expected cost. After Bids are received, the Owner will make a determination as to whether the amount of the successful Bid is within, or in excess of, the budget.

Additions:

If Bids are opened and found to be within the amount budgeted for the project, a Contract will be awarded in the full amount of the Bid. The Owner reserves the right to increase the scope of the Project. This work will be paid for at the appropriate unit prices bid.

Deductions:

If Bids are opened and found to be in excess of the amount budgeted for the project, the Owner may direct that the scope of the project be downsized, so as to keep costs within the budget. A Contract may still be awarded in the full amount of the Bid, and a Change Order will be processed indicating precisely which items of work will be deleted or decreased. The Contractor will still be paid at the same unit prices bid for all work incorporated into the final project. No adjustments to the unit prices will be allowed for reduction in the scope as a result of this change.

8. PAYMENT OF EMPLOYEES; PREVAILING WAGE RATES

The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM> All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

It is the responsibility of the contractor to check the above mentioned website for the most up to date wages for that month in which the work has taken place and to pay accordingly. Further, it is the responsibility of the contractor to supply the City of Berwyn with certified payrolls for all work related to

this contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

9. PROJECT BACKGROUND

The existing HVAC system at the Berwyn North Fire Station has not been performing to the satisfaction of the City. The existing building, along with the HVAC system, was designed and constructed in 2008. . The City is interested in upgrading the existing HVAC units marked RTU #1 and #3 and/or system components to improve functionality and comfort levels within the building. At this time, the City is only interested in replacing the HVAC units RTU #1 and #3 and is not interested in modifying or upgrading other physical HVAC system components (duct work, vents, chillers, boilers, compressors, etc.)

10. PROJECT SCOPE OF WORK

Project Scope of Work

Disposal of Old RTU Units:

Contractor will provide an on-site crane for removing old RTU units and installing new RTU units. Contractor will remove RTU unit #1 and RTU unit #3 along with any ductwork, wiring and piping as needed. Contractor will haul all debris from job site.

Installation of New RTU Units:

Rooftop Unit (Cooling / Heating)- RTU unit #1:

Contractor will provide and install a new Carrier 48TCED 12.5 ton combination heating and cooling unit with a low leak compliant economizer. New carrier unit will have a two-stage compressor and a two speed controller (VFD) per the 2015 building code compliance requirements. Contractor will also install curb adapter for new unit.

RTU unit #1 shall be controlled by the current "building automation system" (BAS). New rooftop RTU unit controller must have BACnet communication available to utilize current BAS. Contractor will provide start up assistance and work in conjunction with the current BAS specialist to make sure unit is working properly.

Contractor will make sure that the BACnet communication card/controller that is provided within the new RTU unit must be able to handle the following "Sequence of Operation".

Sequence of Operation for RTU #1:

ROOFTOP UNIT (COOLING / HEATING) RTU #1

- A. UNIT SHALL BE CONTROLLED BY A STAND-ALONE MICROPROCESSOR BASED CONTROLLER WITH RESIDENT CONTROL LOGIC.
- B. UNOCCUPIED MODE - UNIT SHALL BE SHUT DOWN.

- C. UNOCCUPIED MODE OVERRIDE – (BUNK AREA IS 24/7 FOR RTU-1, OFFICE AREA RTU-2 HAS OCC/UNOCC). UNIT SHALL START TO MAINTAIN NIGHT SETBACK TEMPERATURE SETPOINTS OF 65°F IN WINTER AND 85°F IN SUMMER. OUTSIDE AIR DAMPER SHALL REMAIN CLOSE IN HEATING MODE. VAV BOX REHEAT COILS SHALL BE LOCKED.
- D. NIGHTTIME FREE-COOL PURGE MODE - AN “ECONOMIZER ONLY” COOLING CYCLE SHALL BE PROVIDED DURING UNOCCUPIED HOURS WHEN OUTDOOR AIR CONDITIONS ARE SUITABLE AND THE ZONE REQUIRES COOLING.
- E. TIMED OVERRIDE MODE - IN THE UNOCCUPIED MODES, UNIT SHALL START IN OCCUPIED MODE FOR A TIMED PERIOD, 2-HOURS (ADJ), WHEN THE PUSH BUTTON AT ANY SPACE TEMPERATURE SENSOR HAS BEEN INITIATED BY THE USER. UNIT SHALL RETURN TO UNOCCUPIED MODE AFTER THE TIMED OVERRIDE MODE.
- F. STARTING MODE - WHEN THE UNIT IS TURNED ON BY THE CONTROL PANEL FOR OPTIMAL START, HEATING AND COOLING IS PROVIDED AS REQUIRED. THE OUTSIDE AIR DAMPER REMAINS CLOSED UNTIL OCCUPIED TIME. VAV BOX REHEAT COILS SHALL BE LOCKED.
- G. OCCUPIED HEATING / COOLING CHANGE OVER - MASTER CONTROL PANEL SHALL CHECK THE STATUS OF EACH SENSOR TO SEE IF ANY SPACE CALLS FOR COOLING EVERY 20 SECONDS. IF ANY SPACE CALLS FOR COOLING, THE UNIT GOES IN COOLING MODE. IF ALL SPACES CALL FOR HEAT, UNIT GOES IN HEATING MODE.
CHANGEOVER SHALL BE PROTECTED AGAINST SHORT CYCLING.
- H. OCCUPIED HEATING MODE - SUPPLY FAN RUNS CONTINUOUSLY. OUTSIDE AIR DAMPER SHALL OPEN TO MINIMUM POSITION. VAV BOX REHEAT COILS SHALL BE ENABLED TO MAINTAIN THE SPACE TEMPERATURE SETPOINT OF 72°F (ADJ). SETPOINTS SHALL BE EDITABLE THROUGH CONTROL PANEL BY THE OPERATOR.
- I. OCCUPIED COOLING MODE - SUPPLY FAN RUNS CONTINUOUSLY. OUTSIDE AIR DAMPER SHALL OPEN TO MINIMUM POSITION. UNIT SHALL STAGE COMPRESSORS TO MAINTAIN THE SPACE TEMPERATURE SETPOINT OF 75°F (ADJ). SETPOINTS SHALL BE EDITABLE THROUGH CONTROL PANEL BY THE OPERATOR. COMPRESSORS SHALL BE PROTECTED BY ANTI-SHORT-CYCLING TIMER.
- J. ECONOMIZER MODE - IN COOLING MODE, WHEN THE OUTSIDE AIR ENTHALPY IS BELOW THE RETURN AIR ENTHALPY, THE OUTSIDE AIR DAMPER SHALL BE MODULATED FROM MINIMUM POSITION TO 100% OPEN TO MAINTAIN THE SPACE TEMPERATURE SETPOINT WITH OR WITHOUT ADDITIONAL MECHANICAL COOLING.
- K. POWERED EXHAUST FAN CONTROL - IN OCCUPIED MODE, POWERED EXHAUST FAN SHALL START/STOP TO MAINTAIN A SLIGHTLY POSITIVE INDOOR STATIC PRESSURE +0.02” TO +0.05” WG (ADJ) TO OUTSIDE, STATIC PRESSURE SENSORS SHALL BE PROVIDED. LOCATE INDOOR STATIC PRESSURE SENSOR IN MAIN LOBBY OR REPRESENTATIVE POINT.
- L. LOW AMBIENT COMPRESSOR LOCKOUT - COMPRESSOR OPERATION SHALL BE DISABLED BELOW A USER DEFINED OUTDOOR AIR TEMPERATURE.

M. FIRE SHUTDOWN - THE UNIT WILL SHUTDOWN IN RESPONSE TO A CUSTOMER SUPPLIED CONTACT CLOSURE TO THE CONTROL PANEL INDICATING THE PRESENCE OF A FIRE OR OTHER EMERGENCY CONDITION.

N. UNIT STATUS REPORT - FOR EACH RTU UNIT, THE CONTROL PANEL SHALL PROVIDE AN OPERATING STATUS SUMMARY OF ALL SENSED VALUES (ZONE TEMPERATURE, DISCHARGE TEMPERATURE, ETC.), SETPOINTS AND MODES. SOFTWARE SHALL BE PROVIDED TO THE OWNER'S COMPUTER IN ORDER TO ACCESS THE CONTROL SYSTEM.

O. DIAGNOSTIC/PROTECTION - THE CONTROL PANEL SHALL BE ABLE TO ALARM FROM ALL SENSED POINTS FROM THE ROOFTOP UNITS AND DIAGNOSTIC ALARMS SENSED BY THE UNIT CONTROLLER. ALARM LIMITS SHALL BE DESIGNATED FOR ALL SENSED POINTS.

P. ON A SIGNAL FROM THE EMERGENCY GENERATOR TRANSFER SWITCH, THE VAV BOX REHEAT COILS SHALL BE DISABLED UNTIL THE SYSTEM RECEIVES A SIGNAL THAT NORMAL POWER HAS BEEN RESTORED. AT THAT TIME, THE REHEAT COILS SHALL BE ENABLED.

MOTORIZED BYPASS CONTROL DAMPERS

A. MOTORIZED BYPASS CONTROL DAMPERS SHALL MODULATE TO MAINTAIN DUCT MOUNTED STATIC PRESSURE SENSOR SETPOINT OF 0.15 IN W.G. (ADJ). STATIC PRESSURE SENSOR SHALL BE LOCATED 2/3 DOWNSTREAM OF LONGEST DUCT RUN.

SMOKE DETECTION

A. UPON SENSING A SMOKE ALARM, ALL RTU'S SHUTDOWN VIA HARDWIRE INTERLOCK.

Rooftop Unit (Cooling / Heating) -RTU unit #3:

Contractor will provide and install a new Carrier 48KCE 5 ton cooling unit with economizer and single stage heating. Contractor will also install curb adapter for new unit.

RTU unit #3 shall be controlled by a wall-mounted programmable thermostat. The thermostat shall be equipped with a remote sensor. The thermostat shall be capable of being able to be programmed to utilize either the remote sensor or the thermostat to control the unit. Contractor will provide start up assistance to make sure unit is working properly.

11. SUBMITTAL REQUIREMENTS

A. Qualifications

Bidder shall submit the following documents with their Proposal:

- Provide resumes for key personnel detailing specific project involvement and experience
- Provide client references (name, company, contact information, project, and project completion date) from the five (5) most recently completed projects
- Submit a Certificate of Insurance that meets the requirements of Section 6.

B. Technical Proposal

Bidder shall submit the following documents with their Proposal:

- Detailed work plan
 - This plan should describe how the design and construction of this project will be executed.

C. Evaluation Criteria

Berwyn will select the Bidder whose proposal is judged to provide the “Best Value” and is most advantageous to Berwyn. Berwyn is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of Berwyn as determined by Berwyn in its sole discretion. Failure to provide the bid documents described above may result in the rejection of the bid.

12. APPENDIX A

THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 17-22

**AN ORDINANCE ESTABLISHING RESPONSIBLE BIDDER REQUIREMENTS
ON PUBLIC WORKS CONSTRUCTION PROJECTS.**

Robert J. Lovero, Mayor

Margaret M. Paul, City Clerk

James "Scott" Lennon

Jose Ramirez

Jeannine L. Reardon

Robert Fejt

Cesar Santoy

Alicia Ruiz

Rafael Avila

Edgar Garcia

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois on June 9, 2017.

ORDINANCE 17-22

AN ORDINANCE ESTABLISHING RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORKS CONSTRUCTION PROJECTS

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the City of Berwyn is a municipal corporation organized and operating under federal and state laws; and

WHEREAS, the Mayor of the City (the “Mayor”) and the City Council (the “City Council” and with the Mayor, the “Corporate Authorities”) are committed to ensuring the orderly development and operation of businesses within the City; and

WHEREAS, the City seeks to preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects; and

WHEREAS, the Code of Ordinances of Berwyn (the “City Code”) does not currently provide for a comprehensive procedure for the regulation of responsible bidder requirements on Public Works projects; and

WHEREAS, the City of Berwyn, based upon its experience, has determined the quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily insured by awarding a construction contract solely on the basis of the low bid; and

WHEREAS, The City of Berwyn seeks to enhance its ability to identify the lowest “responsible bidder” on all public works construction projects by instituting more comprehensive submission requirements which are in compliance with Illinois law; and

WHEREAS, “An Ordinance Establishing Responsible Bidder Requirements on Public Works Projects” will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest; and

WHEREAS, the Corporate Authorities desire to exercise their Home Rule authority in implementing the regulations contemplated herein (the “Regulations”);

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, through the exercise of the City’s home rule powers, as follows:

Section 1.00 The statements set forth in the preambles to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

Section 2.00 The amendments and additions to the City Code as set forth herein are hereby adopted. The Corporate Authorities hereby approve the amendments and the additions to the City Code, as described below.

An Ordinance Establishing Responsible Bidder Requirements on Public Works Projects is hereby adopted as follows:

Section 1. Public Works

For the purposes of this chapter, the term “public works” shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, airport facility, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or

fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of a public fund or out of a special assessment. The term also includes any public works leased by a political subdivision under a lease containing an option to purchase.

Section 2. Bid Submission Requirements

In determining whether a bidder is a “responsible bidder” for the award of a public works contract, the bidder must submit the following information and supporting documentation verified under oath on a form designated by the City of Berwyn, in order for the bid to be accepted:

- A. A copy of a print-out of the Illinois Secretary of State’s Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply.
- B. Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g. document with account number, Illinois Business Tax number).
- C. Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g. document with UI account number).
- D. Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.
- E. A statement that all employees are (i) covered under a current workers’ compensation insurance policy and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers’ compensation insurance shall be a copy of the “Information Page” of the bidder’s workers’ compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.
- F. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Bidder for two (2) years from the date of the latest finding.
- G. A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.).

- H. A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
- I. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.
- J. Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the projects which were approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.
- K. Bidder shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program within the last five (5) years. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and the City of Berwyn may request the bidder provide copies of employees OSHA cards; failure to produce an employee's OSHA card may result in determination that the bidder is not a responsible bidder.
- L. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the City of Berwyn. Each contractor shall submit all subcontractor information and supporting documentation to the City's responsible department prior to the subcontractor commencing work on the project.
- M. Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three (3) years by the contractor. Such statements shall include the name of the public body and the projects, original contract price, final contract price, and the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.
- N. Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the National Labor Relations Act (NLRA), or the Federal Davis-Bacon and Related Acts.

Any material changes to the contractor's status, at any time, must be reported in writing to the City of Berwyn within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

Section 3. Incomplete Submissions by Bidders and Subcontractors

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City of Berwyn. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder.

The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor submissions to the city of Berwyn prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City of Berwyn may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City of Berwyn approves such information.

Section 4. Lowest Bidder Not Chosen

When the award is not recommended to be given to the lowest bidder, a statement of the reason for such recommendation shall be prepared by the City Administrator or designee.

Section 5. Multiple Low Bids

When two or more responsible bidders submit the same low bid, the contract award shall be determined by drawing lots at a public meeting of the City Council, unless one bidder is a local contractor and one is a non-local contractor, in which event the local contractor shall be awarded the contract.

Section 6. Public Records

All information submitted by a contractor or subcontractor pursuant to this Ordinance are public records subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Section 7. Materiality

The requirements of this Ordinance are a material part of the bid documents and the contract and the successful bidder shall insert this Ordinance in all subcontracts.

Section 8. Severability

If any portion of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions of this Ordinance which can be given effect without the invalid portions or applications and, to this end, the portions of this Ordinance are severable.

Section 9. Other Ordinances

Any prior ordinance or portion thereof in conflict with this Ordinance is hereby revoked.

Section 10. Effective Date

This ordinance shall take effect upon passage by the City Council.

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 13th day of June 2017, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon	X			
Ramirez	X			
Reardon	X			
Fejt	X			
Santoy	X			
Ruiz	X			
Avila	X			
Garcia	X			
(Mayor Lovero)				
TOTAL	8	0		

APPROVED this 14th day of June 2017.

ATTEST:

Margaret M. Paul
CITY CLERK

Robert J. Lovero
MAYOR