



MANAGER'S MEMO ITEM

ITEM: Replacement Windows at Fire Station # 1
WORKSHOP DATE: September 13, 2005
PREPARED BY: Dann Fitzpatrick, Building Services Manager
Mike Baker, Assistant Village Manager
BID AMOUNT: \$ 16,750 **ACCOUNT:** 220.142.0000.5705
BUDGET AMOUNT: \$ 20,000
PURPOSE: To authorize approval of a bid for replacement of windows at Fire Station #1 in the amount of \$16,750.00

BACKGROUND:

This item directly supports the Village's goal of "Ensuring the proper maintenance and well planned improvement of property in Downers Grove." The windows at Fire Station #1, located at 2560 Wisconsin Avenue in the Ellsworth Industrial Park, are old and many no longer function properly. This project, which was approved as part of the Village Capital Improvement Plan (see attached project sheet), will allow for removal and replacement of these windows.

In compliance with the Village's purchasing policy, an RFP (Request for Proposal) process was used to solicit proposals. The RFP packet was made available on the Village's website and mailed to several contractors. Only one bidder responded to the RFP, Konsler Ltd, who quoted a price of \$16,750. Prior to executing the RFP, the Village verbally requested written quotes in order to determine competitive pricing, and received the following responses:

John Tobin Millwork Company	\$17,500.00
Barry Aluminum, Inc.	\$17,625.00
Jack Ponstein & Sons	\$19,975.00

Although the Village has not worked with Konsler, Ltd in the past, the references were contacted and indicated that this company met performance expectations. Village staff is confident that Konsler, Ltd can complete the work in an acceptable manner.

ATTACHMENTS:

Proposal documents submitted by Konsler Ltd.
2005-06 Capital Improvement Plan Project Sheet (MB-043)

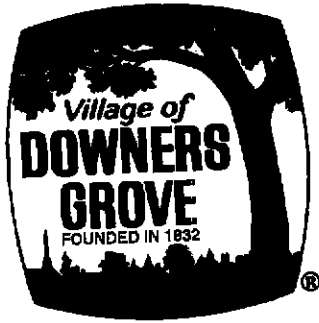
STAFF RECOMMENDATION:

Staff recommends that the Village council authorize award for this project to Konsler Ltd in the amount of \$16,750.00.

REQUESTED COURSE OF ACTION:

Place on Consent Agenda for consideration at the Village Council Meeting of September 20

Copy



REQUEST FOR PROPOSAL

Name of Proposing Company Konzier LTD

Project Name: Replacement Windows Fire Station #1
Proposal No.: #043-05-06-01

Proposal Due: August 23, 2005 11:00 a.m.

Pre-Proposal Conference: None

Required of All Proposers:

Deposit: None

Letter of Capability of Acquiring Required

Certificate of Insurance: Required

Performance Bond: Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: 110%

of Contract Award

Legal Advertisement Published: Tuesday, August 9, 2005

Date Issued: August 9, 2005

This document consists of 20 pages.

Return **original** and **two duplicate copies** of proposal in a **Sealed envelope** marked with the Proposal Number as noted above to:

Theresa H. Tarka, Purchasing Assistant
Village of Downers Grove
801 Burlington Ave.
Downers Grove, Illinois 60515

630/434-5530
Monday – Friday 8 a.m. to 5 p.m.

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M.

to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an **original and 2 copies** of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to August 23, 2005 11:00 a.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.

3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

5. DELIVERY

5.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

6. TAX EXEMPTION

6.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

7. RESERVED RIGHTS

7.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. VILLAGE ORDINANCES

8.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

9. USE OF VILLAGE'S NAME

9.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

10. SPECIAL HANDLING

10.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

11. INDEMNITY AND HOLD HARMLESS AGREEMENT

11.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

12. NONDISCRIMINATION

12.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

13. SEXUAL HARASSMENT POLICY

13.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

13.1.1 Notes the illegality of sexual harassment;

13.1.2 Sets forth the State law definition of sexual harassment;

13.1.3 Describes sexual harassment utilizing examples;

13.1.4 Describes the Proposer's or supplier's internal complaint process including penalties;

13.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

13.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

14. EQUAL EMPLOYMENT OPPORTUNITY

14.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

14.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

14.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

14.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it

will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

- 14.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 14.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 14.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 14.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.
- 14.9 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

15. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 15.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 15.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 15.3 Providing a copy of the statement required by subparagraph 13.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 15.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 13.1 above from an employee or otherwise receiving actual notice of such conviction.
- 15.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 15.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 15.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

16. PREVAILING WAGE ACT

- 16.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 16.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

- 16.3 If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

17. INSURANCE REQUIREMENTS

- 17.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to 17.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 17.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"

- 17.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include

coverage for all owned, hired and non-owned automobiles.

- 17.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 17.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 17.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 17.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.
- 17.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 17.9 If the Work under the Contract Documents includes design, consultation, or any other

professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 17.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

18. COPYRIGHT/PATENT INFRINGEMENT

- 18.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

19. COMPLIANCE WITH OSHA STANDARDS

- 19.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

20. CERCLA INDEMNIFICATION

- 20.1 The Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

21. SUBLETTING OF CONTRACT

- 21.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from his obligation or change the terms of the contract.

22. TERM OF CONTRACT

- 22.1 This contract may be extended no more than twice for subsequent annual periods (two

annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds.

23. TERMINATION OF CONTRACT

23.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.

23.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

24. BILLING & PAYMENT PROCEDURES

24.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village of Downers Grove payment schedule. The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

24.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

24.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

25. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

25.1 The relationship between the Village and the Proposer is that of a buyer and seller of

professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

26. STANDARD OF CARE

26.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

26.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

26.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.

27. GOVERNING LAW

27.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

28. SUCCESSORS AND ASSIGNS

28.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

29. WAIVER OF CONTRACT BREACH

29.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

30. AMENDMENT

30.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

31. CHANGE ORDERS

31.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

32. SEVERABILITY OF INVALID PROVISIONS

32.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

33. NOTICE

33.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Mr. Riccardo Ginex
Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

Specifications for window replacements At Fire Station No. 1

The Village of Downers Grove is seeking a window contractor to remove and replace the windows at Fire Station No. 1 located at 2560 Wisconsin, Downers Grove, Illinois

I. Removal & Replacement

Remove and replace approximately 20 Pella casement windows and one storm door with Pella Architect series or equivalent casement windows. Contractor to provide and install windows, door, exterior trim and interior trim. Contractor is responsible to haul away all debris and old windows. Contractor will be responsible for making sure the building is secure at the end of the day after they have completed their work.

II. References

Please include the name of three references. List contact name and telephone number.

~~Village of Downers Grove - Drew Fittin - 847-945-6080~~
Garrison Burdick, Inc. Joyce Gussman 847-487-2697
All-American Burdick Dave Kramer 847-624-7000

III. Appointments & Questions

- 1, Appointments to view and inspect current windows are required. Please contact Dann Fitzpatrick at (630) 434-5551 (M-F) 8:00 -5:00 p.m.
2. All other question shall be directed to Theresa H. Tarka Purchasing Dept at (630) 434-5530 or (630) 434-5561 Fax.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Konsler LTD
Company Name

Date: 8-22-05

631 E. PARK ST.
Street Address of Company

VME@KonslerLTD.COM
Email Address

LIBERTYVILLE, IL
City, State, Zip

Vincent DASTILE
Contact Name (Print)

847-816-7979
Business Phone

847-816-7979
24-Hour Telephone

847-816-7990
Fax

Rodney Konsler
Signature of Officer, Partner or Sole Proprietor

Rodney Konsler Pres
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VILLAGE OF DOWNERS GROVE
 CONTRACT PROPOSAL NUMBER 043-05-06-01

(I/We) hereby agree to furnish the Village of Downers Grove all necessary materials, equipment and labor, etc. to complete the project within the provisions, instructions and specifications for the prices as follows:

SCHEDULE OF PRICES: POINTEZ LTD. AGREES TO MAINTAIN
AND INSTALL THOMAS ANDERSEN 400 SERIES CABINETS
WINDOW UNITS AS TWO - THREE SECTION (CENTER FIXED)
AND FIVE SECTION CENTER 3 FIXED, AND ONE
SECTION FIXED. ALL CLEAR PINE INSERT
WITH TRIMSTONE EXTERIOR (AND INTERIOR REVEAL
OF SASH), NO BRINE, ALL TEMPERED
UNGLAZED HIGH PERFORMANCE GLASS. ALSO
INSTALL ONE BRONZE EQUUS WALK DELUXE SERIES
SEAT STONING 50111 2001.

ALL MATERIAL	-	\$ 12,400	00
ALL LABOR	-	4,350	00
GRAND TOTAL		<u>\$ 16,750</u>	<u>00</u>

PROPOSER'S CERTIFICATION (page 1 of 3)

1. In compliance with Sections 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of the Illinois Criminal Code, every bid submitted to the Village of Downers Grove shall have a Proposer's Certificate signed by the contractor submitting the bid stating that the contractor is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4; and is not delinquent in payment of any tax administered by the Department of Revenue.

Proposer, Konstel LTD, hereby certifies that it is not
(Name of Proposer)
barred from bidding on the contract for: REPLACEMENT WINDOWS FIRE STATION # 5,
as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4).

3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]
Proposer's Authorized Agent

36-3583745

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me,
this 23rd day of August,

2007

[Signature]
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of

Kensler LTD, and the full names of its Officers are as follows:

President: RODNEY KENSLE

Secretary: CHRISTINE KENSLE

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Evj Viti Insurance Agency

Agent Gabriel J. Viti

Street Address 445 Sheridan St

City, State, Zip Code Hickory, IL 60067

Telephone Number 847-432-1000

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Kensler LTD

Print Name and Title of Authorizing Signature: Robney Kensler

Signature: [Handwritten Signature]

Date: 8/3/07

2005-2010 CAPITAL PROJECT SHEET

Proj. #: **MB - 043**

Project Description: **Fire Station # 1 Improvements**

Submitted By: **Dann Fitzpatrick**

Dept.: **Building Services**

Fund: **220**

Program: **142**

Project Type: New Project/Expansion
 Replacement Maintenance

Factor: 1 2 3 4 5 6 7 8 9 10

Priority Ranking: NA ▼ NA ▼ NA ▼ NA ▼ NA ▼ NA ▼ NA ▼ NA ▼ NA ▼ Overall NA

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	Future Yrs	TOTAL
Professional Services							-
Land Acquisition							-
Infrastructure Improvements							-
Building Improvements	37,000	50,000	25,000				112,000
Machinery and Equipment			25,000				25,000
Other/Miscellaneous							-
TOTAL COST	37,000	50,000	50,000	-	-	-	137,000
Funding Source(s)	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	Future Yrs	TOTAL
220-Capital Improvements Fund ▼	37,000	50,000	50,000				137,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	37,000	50,000	50,000	-	-	-	137,000

1. Briefly Describe and provide justification for this Capital Project Request.

Work in 2005 includes casement windows (\$20K), floor repairs (\$7K), carpet (\$5K) and gear locker replacement (\$5K). Work in 2006 includes new female locker room (\$30K) and bunkroom remodel (\$20K). Work in 2007 includes HVAC system replacement (\$25K) and installation of a generator (\$25K).

2. Describe the project status and completed work.

No work has been initiated on any of the projects included for Station No. 1.

3. Describe any anticipated grants related to the project.

None

4. What impact will the project have on annual operating expenses? Please quantify and describe.

Projected Operating Expenses	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	Future Yrs	TOTAL
							-

Map and/or pictures of Project/Project Area: