

IFB# CDA-901

PO# _____

**RANTOUL BUSINESS CENTER (RBC) ACCESSIBLE DOORS CONTRACT
(601 South Century Blvd., Rantoul, Illinois)**

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

AND

(Name of Contractor)

DATED AS OF _____, 2010

RBC ACCESSIBLE DOORS CONTRACT

THIS ACCESSIBLE DOORS CONTRACT (this “**Contract**”) is made and entered into as of the _____, 2010, but actually executed by the parties on the dates respectively set forth to the left of their signatures below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and _____ (the “**Contractor**”).

WHEREAS, the Village has made a Request for Proposals (**RBC Accessible Doors Project**) dated _____, 2010 (the “**Proposal**”) under and by which Contractors were invited to provide any and all accessible work, including any related labor, parts, materials, supplies and equipment in connection with **RBC Accessible Doors Project** (the “**Project**”); and

WHEREAS, the Contractor submitted a Proposal dated _____, 2010 (the “**Proposal**”) under and by which the Contractor proposed to perform all accessible work required to be performed under the Contract Documents (as defined below) in connection with the Project; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the Village that it enter into this Contract in order that the Contractor may provide such accessible work for and on behalf of the Village in connection with the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, obligations and agreements herein contained, the Village and the Contractor hereby mutually covenant and agree as follows:

Section 1. Accessible Doors.

TWO (2) NEW ACCESSIBLE DOORS

Remove and dispose of two (2) existing entrance openings. Install new narrow style clear aluminum storefront entries: includes doors, sidelights, and transoms with “1/4” unisulated clear tempered safety glass, hardware and locks. Install electric push button automatic openers at each door set.

Section 2. Contract Documents. Incorporated into and made a part of this Contract to the same extent as if fully set forth herein, and referred to jointly together with this Contract, are the following documents (collectively, the “**Contract Documents**”):

- (a) The Scopes of Work for the Project, indicated in section 1
- (b) The GENERAL TERMS AND CONDITIONS (ACCESSIBLE DOORS CONTRACT) (the “**General Terms and Conditions**”):
- (c) The Proposal of the Contractor dated _____, 2010 (the “**Bid**”).

The Contract Documents, together with any Change Orders to the Scope of Work subsequently

ordered by the Village under and pursuant to the Contract Documents, shall constitute the entire agreement between the Village and the Contractor. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Village and the Contractor other than as set forth in the Contract Documents. The Contract Documents are intended to be complementary and any requirement or obligation under any one of them shall, to the extent applicable, be construed to be a requirement or obligation under all. The provisions of each of the Contract Documents are therefore further intended to be construed together in such a manner as to give full effect to each in the context of application, but in the event of any irreconcilable conflict between or among any of the provisions of the Contract Documents, the provisions of each of the following Contract Documents, in the order named below, shall prevail:

- (a) The Scopes of Work;
- (b) This Contract;
- (c) The General Terms and Conditions; and
- (d) The Proposal

Section 3. Prevailing Rate of Hourly Wages. The Contractor shall pay as and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with the Work. As required by such Prevailing Wage Act, the most recently revised prevailing rate of hourly wages, as determined by the Department of Labor of the State of Illinois, is attached to this Contract as notice to the Contractor of such revised rates.

Section 4. Contract Term. The Work under this Contract shall be commenced within fourteen (14) calendar days after this Contract has been executed by the Village and shall continue until completed within a period not greater than sixty (60) calendar days thereafter, subject to any modifications or earlier termination as provided for in the Contract Documents (the “**Contract Term**”). The Contract Documents shall be and remain in full force and effect for the full period of the Contract Term and thereafter until the Village determines that all requirements and conditions of the Contract Documents have been met and that the Work is deemed complete. No Work shall be deemed complete unless and until it is accepted by the Village.

Section 5. Contract Amount. The Village shall pay to the Contractor, as full and complete consideration for the Contractor’s satisfactory performance of all of its obligations under the Contract Documents, except as may otherwise be specifically provided therein, a total [not to exceed] amount of _____ (\$ _____) (the “**Contract Amount**”) for all completed Work provided by the Contractor during the Contract Term, subject to the terms and conditions of the Contract Documents.

Section 6. Payment. After complete performance of the Work in accordance with all applicable provisions of the Contract Documents and upon an invoice submitted by the Contractor to the Village for such completed Work, the Village shall pay the Contractor the amount of such invoice as does not exceed the Contract Amount. Such invoice shall be in such form and detail as may be required by the Village and shall be accompanied by waivers of liens or the equivalent from all suppliers and subcontractors, if any. Such amount shall be paid by the Village within thirty (30)

calendar days of the date submitted to the Village by the Contractor, provided, however, that the Village may withhold from such amount a sufficient amount of payment otherwise due to cover any or all of the following:

- (a) any defective Work not otherwise remedied by the Contractor;
- (b) any claim arising in or from the performance of the Work by the Contractor under the Contract Documents; or
- (c) any failure of the Contractor to make any proper payment in connection with the Work to any of the Contractor's laborers, workers, mechanics, suppliers or subcontractors.

Section 7. Performance and Payment Bond. N/A

Section 8. Minimum Insurance Requirements. Pursuant to Sections 5.02, 5.03 and 5.04 of the General Terms and Conditions (Accessible Doors Contract) of the Contract Documents, the Contractor and any of its subcontractors may not commence any Work under the Contract Documents until the Contractor and any such subcontractors have obtained and paid for all such insurance as may be required under and pursuant to such sections, and until such insurance has been approved by the Village. The types of insurance coverages and the amounts thereof (denoted in minimum amounts) under the Contract Documents (the "**Minimum Insurance Requirements**") are attached to this Contract and made part hereof:

Section 9. Notices. All notices, or other communications under or in respect of the Contract Documents, shall be in writing and shall be deemed to have been given when the same are: (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested; (ii) personally delivered; (iii) deposited with a nationally-recognized carrier for next day delivery, delivery charge prepaid; or (iv) telecopied; in each case, to the Village and the Contractor at their respective addresses (or at such other address as each may designate by written notice to the other), as follows:

If to the Village: Village of Rantoul
Community Development Department
333 South Tanner Street
Rantoul, IL 61866
Attn: Jenell L. Hardy
Tel: (217) 892-6851
Fax: (217) 892-5501

If to the Contractor: *Company Name*
Street Address
City, State Zip
Tel: (____) _____

Section 10. Effective Date. This Contract and the related Contract Documents shall become effective upon respective execution and delivery of this Contract by both the Village and the Contractor.

IN WITNESS WHEREOF, on the dates set forth to the left of their respective signatures, the parties hereto have executed or have caused this Contract to be executed by proper officers duly authorized to execute the same in two (2) or more duplicate originals or counterparts, as the case may be, any one of which shall be deemed an original of this Contract.

VILLAGE:

**VILLAGE OF RANTOUL, CHAMPAIGN
COUNTY, ILLINOIS**

Dated: _____

By: _____

ATTEST:

CONTRACTOR:

Dated: _____

Typed Contractor Name

MINIMUM INSURANCE REQUIREMENTS

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):

- a. Bodily Injury:
 - \$1,000,000.00
 - \$1,000,000.00Each Occurrence
Aggregate, Products and Completed Operations

- b. Property Damage:
 - \$500,000.00
 - \$500,000.00Each Occurrence
Aggregate

- c. Contractual Liability (Hold Harmless Coverage):
 - 1. Bodily Injury:
 - \$1,000,000.00Each Occurrence
 - 2. Property Damage:
 - \$500,000.00
 - \$500,000.00Each Occurrence
Aggregate

- d. Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000.00Aggregate

2. Comprehensive Automobile Liability (including owned, non-owned and hired):

- a. Bodily Injury:
 - \$1,000,000.00
 - \$1,000,000.00Each Person
Each Accident

- b. Property Damage:
 - \$500,000.00Each Occurrence

3. Workers' Compensation:

- a. State: Illinois
 - b. Employer's Liability:
 - c. Benefits Required by Union labor contracts:
- Statutory
-
- \$500,000
-
- As applicable

4. Umbrella Liability:

\$1,000,000.00