

PALATINE TOWNSHIP CENTER BUILDING AND DAYCARE CENTER WINDOW REPLACEMENT PROJECT AGREEMENT

THIS AGREEMENT entered into this 28th day of **September 2020**, by and between **All American Exterior Solutions** (hereafter, the "Contractor") and **PALATINE TOWNSHIP** (hereafter, "Township") (collectively, the "Parties").

WHEREAS, Contractor will perform services and work for the Township as set forth in: (i) this Agreement; (ii) the Township's Request for Bids dated August 13, 2020, attached hereto as Exhibit A, including, but not limited to, all plans and specifications referenced therein; and (iii) the Contractor's Bid Proposal, attached hereto as Exhibit B (collectively, the "Contract Documents");

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, received and to be received, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are adopted as if fully incorporated herein.
2. **Project Work.** Contractor shall perform services and work (hereafter, the "Project Work") necessary to fully replace windows at the Township Building and Daycare Center (hereafter, the "Project Site"), located at 721 South Quentin Road, #101, Palatine, Illinois, 60067, as set forth in the Contract Documents.
3. **Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before December 1, 2020, weather permitting (hereafter, the "Completion Date"). Time is of the essence of this Agreement. Once started, work shall continue without extended interruption.
4. **Contract Sum.** Contractor shall perform the Project Work for the sum of \$ 64,220 (hereafter, the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, testing, re-testing certifications, demonstrations, balancing, training, shop drawings, as built, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, Letters of Credit, fees, expenses, costs, profits, and overhead required under the Contract Documents. It is understood and agreed that Township reserves the right to cancel this Agreement or any part thereof, if conditions over which Township has no control force the halting or cancelling of this Agreement by Township.
5. **Payment Terms.** Upon completion of the Project Work and/or Repair Work required hereunder, Contractor shall: (i) submit to the Township a General Contractor's Sworn Statement in the form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor, (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work (collectively, "Payment Request Documentation"); (ii) assign to the Township all manufacturers' warranties as required by Paragraph 20 of this Agreement; and (iii) issue an invoice to the Township containing (a) the name, address, and telephone number of the Contractor; (b) any payment discount terms offered; and (c) completed W-9 Form.

Following receipt of the Payment Request Documentation and all certifications, reports, guaranties, warranty assignments, shop drawings, as-built drawings, and all documents and submittals required under the Contract Documents, and following the determination of the Township and JBR Group, LLC (hereafter, the "Engineer") that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Township shall tender payment to the Contractor of the Contract Sum within thirty (30) days, subject to the conditions herein.

It shall be a condition precedent to payment required by the Township hereunder, that the Township has determined that the Project Work and/or Repair Work has been completed in strict compliance with the Contract Documents and is free from any defects. The Township shall deduct from the payment hereunder, amounts as determined for incomplete work, including but not limited to 110% of the value of the punch list work, and for any unsettled claims, and further subject to the conditions herein. Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Township. It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to Township covering all payouts in strict compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/01, *et seq.* Township will not process or release any payments prior to receiving such certified payrolls.

In the event the Contractor, Township, and/or JBR Group, LLC is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Township, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court, (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Township. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Township with an indemnification agreement and an additional mechanic's lien bond in form approved by the Township issued by a surety company acceptable to the Township.

Notwithstanding the foregoing, in no event shall the Township's acceptance of the Project Work, Contractor's Payment Request Documentation and/or any Certification, and/or the Township's payment to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under this Agreement.

6. Material and Equipment Inspection and Responsibility. Materials and Equipment, the style, make, or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, Township's written approval must be obtained prior to installation, which Township may withhold in its sole and absolute discretion. Further, nothing in this Agreement shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate need for such access, including access required to determine whether or not Contractor is in compliance with the terms and conditions of this Agreement. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Contractor occupying the Project Site under the authority of this Agreement.

7. Change Orders. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (a) the Contract Sum; (b) the Completion Date, or (b) material changes in the Project Work (*i.e.*, other than minor field changes), a written Change Order shall be prepared by Engineer. It shall be a condition precedent to the acceptance of any Change Order

or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the Completion Date by a total of thirty (30) days or more that Township shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Completion Date, or material change in the Project Work, which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Completion Date, shall be made by the Township Supervisor. All change orders will be calculated based solely on the respective unit prices set forth in Contractor's Bid Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in the Project Work. No additional compensation will be allowed for change orders for additional work other than based on the respective unit prices set forth in Contractor's Bid Proposal times the increased actual units constructed calculated by Engineer, in that said unit prices already reflects Contractor's overhead and profits.

8. Bonds and/or Letter of Credit. Prior to commencement of the Project Work, Contractor must submit to Township: (a) A Labor & Material Payment Bond and Performance Bond, each in the amount of one hundred ten percent (110%) of the Contract Sum, naming Palatine Township as primary obligee, in a form deemed acceptable to Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the Contract Sum, guarantying Contractor's obligations under its Bid Proposal and this Agreement issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to Township; to guaranty the performance of Contractor's obligations under the Contract Documents and the payment of all labor and materials furnished for the Project Work, Repair Work, and/or Warranty Work, including but not limited to, compliance with the Illinois Prevailing Wage Act. The cost of said Bonds and/or Letter of Credit shall be included in the Contract Sum. Failure to comply with the conditions set forth in the Contract Documents may result in the termination of this Agreement or may result in Default, in accordance with Paragraph 31 below. In such event, Contractor may be liable for any costs of performing the Project Work, Repair Work, and/or Warranty Work which exceed the amount of his/her Bid Proposal.

9. Insurance.

A. Required Coverages. Contractor shall procure and maintain for the duration of the Project Work, Repair Work, and/or Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the Contract Sum.

(i) *Workers Compensation and Employees Liability Insurance.* Contractor shall maintain workers compensation insurance as required by statute and employer's liability insurance, which shall include the following provisions and not less than the following limits:

Bodily Injury by accident:	\$1,000,000 each accident
Bodily injury by disease:	\$1,000,000 policy limit
Bodily injury by disease:	\$1,000,000 each employee

(ii) *Commercial General Liability Insurance.* Contractor shall maintain commercial general liability ("CGL") insurance with limits not less than the following:

Each occurrence:	\$1,000,000
General Aggregate per Project:	\$2,000,000
Products – Completed Operations Aggregate:	\$2,000,000

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: the Project Work, Repair Work, and Warranty Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of five (5) years after final acceptance of the Project.

- (iii) *Commercial Automobile Liability Insurance.* Contractor shall maintain commercial auto liability insurance with a limit of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. Commercial auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- (iv) *Excess Umbrella Liability Insurance Coverage.* Contractor shall maintain Excess Umbrella Liability Insurance coverage over CGL, Commercial Auto, and Employer's Liability with limits not less than the following:

Each Occurrence:	\$2,000,000
General Aggregate per Project:	\$2,000,000

The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Contractor's CGL coverage per occurrence exceeds \$1,000,000.

B. Additional Insured. The required insurance coverages, with the exception of Workers Compensation, shall name Palatine Township, JBR Group, LLC, and each of their respective officers, representatives, elected and appointed officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors, and assigns (hereafter, collectively, the "Additional Insured") as insured, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Contractor. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. As part of the provisions and requirement for this project, other entities may be required to be added as an "additional insured" on the liability insurance of Contractor. Contractor shall assure these entities are included as additional insured. If the Additional Insured have not been included as an insured under the Commercial General Liability, Business Auto Liability, and Excess Umbrella Liability Insurance coverages required herein, Contractor

waives all rights against each Additional Insured, for recovery of damages arising out of or incident to the Project Work, Warranty Work, and/or Repair Work.

C. Acceptability of Insurers. Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Contractor must supply certified copies of the requested insurance policies within ten (10) days.

D. Evidence of Insurance. Prior to beginning work, Contractor shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of this Agreement at the option of Township. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.

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

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

G. Palatine Township Shall Not Waive Any Rights of Subrogation. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, Selective Insurance Group, Inc., risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Contractor, for any property injury, death, or other damage caused by Contractor and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Project Work.

H. Failure to Comply with Insurance Reporting Provisions. All insurance required of Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

I. All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

J. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (i) allowing any work to commence by Contractor before receipt of Certificates of Insurance; (ii) failing to review any Certificates of Insurance received; (iii) failing to advise Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (iv) issuing any payment without receipt of a sworn certification from Contractor stating that all the required insurance is in force. Contractor agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

K. Liability of Contractor is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Contractor and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Contractor's insurance.

L. Notice of Personal Injury or Property Damage. Contractor shall notify Township and Engineer, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

M. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspections, and represents and warrants that the Contract Documents are adequate, and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, nor will be accepted as a basis for any claims whatsoever for extra compensation. Further, Contractor expressly acknowledges that Township makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Project site for the purposes set forth herein, or for any other purpose or use, express or implied, by Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED BY TOWNSHIP. Contractor accepts use of the Project Site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Project Site to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

11. Assumption of Liability. To the fullest extent permitted by law, Contractor, any and all Subcontractor(s), and their respective licensees, invitees, suppliers, agents, employees, and/or anyone acting on behalf of any of them, assume all liability for claims, lawsuits, actions, injuries, losses, damages, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising out of or in any way related to the performance of this Agreement and/or the Project Work, Repair Work,

or Warranty Work. Contractor is aware of the risks associated with the Project, and Contractor voluntarily assumes those risks in consideration of this Agreement. Township shall not be liable for any damage occasioned by failure to keep the Project Site in repair and shall not be liable for any damage caused to any part of the Project Site, property, or premises. Contractor agrees to indemnify and hold harmless Township from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to Contractor, its Bid Proposal, this Agreement, or any fulfillment of the Project Work. Furthermore, Township shall not be liable for any damages of any kind in the event the Project Site becomes unusable to Contractor for whatever reason.

12. Indemnification. To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against Township and to indemnify, defend, and hold harmless Palatine Township, the Palatine Township Supervisor and Board of Trustees, JBR Group, LLC, and their respective officers, representatives, elected and appointed officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, successors, and assigns (“collectively, the “Indemnified Parties”) from and against any and all liabilities (the “Liabilities”) of any nature and kind including, but not limited to, losses, damages, liens, lien rights, obligations, penalties, costs, payments, expenses (such as, without limitation, court costs and attorneys’ fees, paralegals’ fees, and court costs), claims, demands, actions, causes of action, suits, proceedings, judgments, or settlements, which in any way arise out of or relate to Contractor’s work, the work performed on behalf of Contractor hereunder, or the acts or omissions of or on behalf of Contractor, its employees, agents, contractors, subcontractors of any tier, and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable (hereafter, “Contractor’s Agents”), except to the extent caused by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Liabilities which in any way arise out of or relate to any breach of and/or default under this Agreement, infringement of any patent, trademark, or copyright, and/or violation of any law, ordinance, order, or decree by Contractor or Contractor’s Agents.

At Township’s option, Contractor must appear and defend all suits brought upon any such Liabilities and must pay all costs and expenses incidental to them, but Township has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of its obligations under this Agreement. Any settlement must be made only with the prior written consent of Township, if the settlement requires any action on the part of Township. If any judgment shall be rendered against the Indemnified Parties or any of them in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Indemnified Parties as herein provided. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Liabilities, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). Township, however, does not waive any limitations it may have on its liability under the Worker’s Compensation Act, the Illinois Pension Code, any other statute, or any judicial decision.

Nothing in this Section 12 shall be construed to represent an express and/or implied waiver of any common law or statutory privileges or immunities granted to the Indemnified Parties as to any liability whatsoever, and all such privileges and immunities are expressly reserved. The obligation to defend, hold harmless, and indemnify shall survive the expiration and/or termination of this Agreement.

13. Limitation on Township’s Liability. Notwithstanding all provisions herein to the contrary, Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Project Work. Contractor’s sole remedy for delay shall be an extension of time. If Contractor, but

for a delay not within Contractor's control, would have completed the Project Work prior to the Completion Date, Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Project Work. Contractor further agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against Township, Engineer, and other Indemnified Parties and agrees not to make any claim or demand for such damages against Township, Engineer, and/or other Indemnified Parties.

14. Compliance with Law. Contractor represents and warrants that, by executing this Agreement, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project Work. Said laws, ordinances, rules, and regulations shall include, but not limited to, those in relation to employment; discrimination; labor; contracting; flood hazard and environmental laws and regulations; the Illinois Drug Free Workplace Act and the Federal Drug Free Workplace Act; hazardous substances regulations; and lead-based paint regulations. All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), the United States Department of Labor (USDOL), the Illinois Human Rights Commission, the Illinois Department of Human Rights, the EEOC, Environmental Laws (defined below), and all applicable building codes (hereafter, collectively, the "Laws"). To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from loss or damage, including, but not limited to, attorneys' fees, and other costs of defense by reason of actual or alleged violations of any of the Laws, including, but not limited to, products liability claims. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

15. Permits and Bonds. Contractor shall obtain at its sole cost any and all other bonds, permits, and approvals from any federal, state, and/or local government and/or agency or body thereof that has jurisdiction over the Project Site and/or Project Work. The cost of such bonds, permits, and approvals is included in the Contract Sum.

16. Certifications and Affidavits. Contractor shall furnish any affidavit or Certificate in connection with the work covered by this Agreement as required by law.

17. Hazardous Substances.

A. Contractor shall not cause Hazardous Substances to be brought upon or used in or about the Project Site and/or any other property owned, leased, controlled or under the jurisdiction of Township (hereafter, the "Owner's Property") by Contractor, its employees, subcontractors of any tier, suppliers, and anyone for whose acts and/or omissions for whom Contractor may be liable (hereafter, collectively, the "Contractor's Agents"). If the presence of Hazardous Substances brought upon or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this Paragraph, results in contamination of the said property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless, and defend the Indemnified Parties (described above) and against any and all claims, demands, expenses (including, but not limited to, reasonable attorneys' fees), costs, fines, penalties, and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal, or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said property. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

B. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as “hazardous substances” and/or “toxic substances” in the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended (“RCRA”); those substances defined as “hazardous substances,” “materials,” or “wastes” under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (hereafter, collectively, the “Environmental Laws”). If Contractor’s activities or the activities of any of Contractor’s Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from Township or Engineer. Contractor shall immediately notify Township and Engineer both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an “imminent hazard” under any Environmental Laws.

18. Removal and Disposal. Contractor must remove and dispose of all construction or demolition debris materials, waste, and soils at licensed facilities in accordance with applicable federal, state, and local laws, including, but not limited to, the National Environmental Policy Act and Illinois Public Act 96-1416, with the most stringent and demanding requirements controlling.

19. Repair Work. Upon completion of the Project Work, and/or any Warranty Work, Contractor shall repair any damage to Township property attributable to acts and/or omissions of Contractor, its employees, subcontractors, or agents, or otherwise attributable to the Project Work and/or Warranty Work (the “Repair Work”). The Repair Work shall be completed within five (5) days of the respective completion of the Project Work and/or Warranty Work, weather permitting (the “Repair Completion Date”).

20. Warranty. Contractor shall assign all manufacturers’ warranties for the Project Work to Township. Notwithstanding such assignments, Contractor expressly warrants to Township that all materials, supplies, and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to Township for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by Township. This warranty is in addition to, and not in lieu of the warranties set forth in the Contract Documents. Work performed under this warranty and/or those set forth in the Contract Documents is hereafter referred to as “Warranty Work.” All Warranty Work shall be completed within fourteen (14) days of Contractor’s receipt of notice from Township demanding the Warranty Work, weather permitting (the “Warranty Completion Date”).

If the Contract Documents provide for methods of construction, installation, materials, etc., which Contractor cannot warranty for the indicated period, it shall be the responsibility of Contractor to so inform Township, in writing, before submitting its Bid Proposal. Otherwise, Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

21. Authorized Installer. Contractor represents and warrants that it is an authorized contractor/installer of all equipment furnished hereunder and that the performance of the Project Work hereunder by Contractor or any of its employees, subcontractors of any tier, and/or agents will not invalidate or void any manufacturer’s warranty for any equipment furnished in connection with the Project Work.

22. Illinois Prevailing Wage Act. All laborers and mechanics employed by Contractor and by any subcontractor(s) on Project Work, Repair Work, Restoration Work, and Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., (hereafter, the “Act”) (hereafter “Prevailing Wages”). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other

applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. Contractor agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Contractor shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under this Agreement and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Contractor and not at the expense of Township. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and 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 Project Work and for ensuring strict compliance with the requirements of the above mentioned Acts, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

23. Non-Discrimination. Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Contractor agrees not to deny services or use of the Project Site on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable Local, State, or Federal Laws or Statutes.

24. Illinois Human Rights Act. Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 et seq., and Contractor represents and warrants to Township as follows:

- (a) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- (b) That, if it hires employees in order to perform this Agreement or any portion thereof, it will determine the availability, in accordance with the Illinois Department of Human Rights' (hereafter, the "Department") Rules and Regulations, of minorities and women in the areas 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 under-utilized.
- (c) 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, sexual orientation, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) 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 Contractor'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 Contractor in its efforts to comply with such Acts and Rules and Regulations, Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (e) 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.
- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Agreement obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, Contractor 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, Contractor 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 subdivisions or municipal corporations.

25. Illinois Freedom of Information Act. Contractor agrees to maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Township under the Freedom of Information Act so that the Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Township and if possible, the Township shall request an extension so as to comply with the Act. In the event that the Township is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Township harmless, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

26. Relationship of the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to Township arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of Township. Should any person indicate to Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Contractor shall at all times have sole control over the manner, means, and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither Township nor Engineer shall have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely Contractor's rights and responsibilities. Contractor shall supervise and direct the Project Work efficiently with his, her, or its best skill and attention; be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project Work; and take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby.

27. Protection of the Project and the Public. Contractor shall be responsible for adequately protecting its work from vandalism, weather, accidental damage, and access by unauthorized persons, for the general protection of the public, until the Project Work and/or Repair Work is accepted by the Township. Contractor shall bear the cost of repairing or replacing any damaged work. Contractor shall erect and maintain barricades, canopies, guards, warning lights, and signs to the extent required by the Township for the protection of the public.

28. Subcontractors. All Sub-contractors are subject to approval by the Township and in accordance with the requirements of the Contract Documents. If any sub-contractor is not approved, Contractor will be obligated to submit an acceptable alternate at no increase to the Contract Sum.

29. Taxes. Township is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by Contractor, or to suppliers and materials, which, even though they are consumed, are not incorporated into the completed Project Work. Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

30. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Township and Contractor and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall not assign, lease, or sub-lease this Agreement without the express written consent of the Township, which the Township may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

31. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorneys' fees, subject to Paragraph 13 herein.

32. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Township or the Indemnified Parties, or any of them, as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

33. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile

transmission, provided that the notice transmitted shall be sent on business days during business hours (i.e., 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:

All American Exterior Solutions
150 Oakwood Road
Lake Zurich, IL 60047
Attention: Jim Payne

If to Engineer:

JBR Group, LLC
PO Box 1633
Batavia, IL 60510
Attention: Brent Nakayama & Jeff Held

If to Township:

Palatine Township
721 S. Quentin Road, Ste. 101
Palatine, Illinois 60067
Attention: Kenneth J. Lopez, Township Administrator

With a copy to:

Kopon Airdo, LLC
111 E. Wacker Drive, Suite 500
Chicago, IL 60601
Attention: Michael A. Airdo

Either party hereto may change the place of notice to it by sending written notice to the other party.

34. Severability. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

35. Miscellaneous.

A. This Agreement shall be deemed effective as of the date first above written upon the execution and delivery hereof by all the Parties.

B. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by both Parties.

C. This Agreement may be executed in any number of counterparts, and by Township and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

D. This Agreement is entered into solely for the benefit of the Parties, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party.

E. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

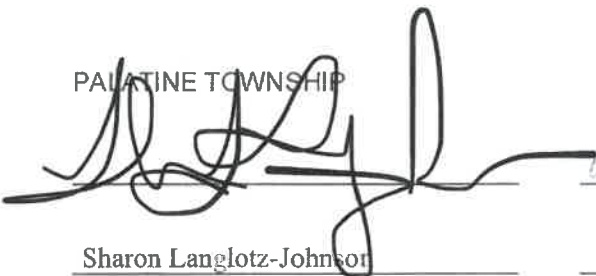
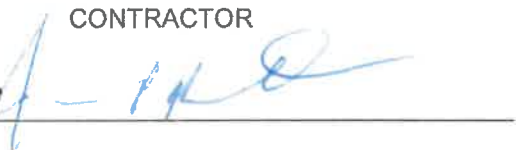
F. In construing this Agreement, Paragraph headings shall be disregarded. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

G. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

PALATINE TOWNSHIP	CONTRACTOR
	
Sharon Langlotz-Johnson	JAMES P. KOUKAL
Print Name	Print Name
Township Supervisor	PRESIDENT
Title	Title

All American Exterior Solutions
150 Oakwood Road
Lake Zurich, IL 60047

EXHIBIT A

REQUEST FOR BIDS

Township Center Building and Daycare Center Window Replacement Project

Bid Submission Deadline: Monday August 31, 2020 at 4:00 p.m.

Bid Opening: Monday August 31, 2020 at 4:00 p.m.

Palatine Township

721 South Quentin Road
Palatine, IL 60067
(847) 358-6700

Sharon Langlotz-Johnson, Supervisor

August 13, 2020

August 13, 2020

RE: Township Building and Daycare Center Window Replacement
Bid Opening: August 31, 2020 at 4:00 p.m.
Location: Palatine Township Center
721 South Quentin Road
Palatine, IL 60067

Dear Bidder:

Enclosed you will find information relating to Palatine Township's intention to contract for the replacement of windows at the Township Center and daycare center.

The materials enclosed are as follows:

1. Advertisement for Bids
2. General Provisions
3. Special Provisions
4. Bid Specifications
5. Project Agreement
6. Bid Form
7. Affidavits and Certifications

Please return your signed Bid Form and Proposal in a sealed envelope, showing the name of the Bid Project and Date/Time of Opening in the lower left-hand corner of the envelope.

If you have any questions regarding the timing of this bid opening, any concerns about the interpretation of bid documents, or any other questions, please email info@jbrgrp.com with "Palatine Township RFP" in the subject line.

Sharon Langlotz-Johnson, Supervisor

ADVERTISEMENT FOR BIDS

Legal Notice of Sealed Bids

NOTICE is hereby given that the PALATINE TOWNSHIP is accepting sealed bids for the replacement of specified windows at the Township Center and Daycare Center. Specifications, bid packets, and forms may be obtained at Palatine Township Center, 721 S. Quentin Road, Palatine, Illinois 60067, between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday, or by sending an emailed request to JBR Group at info@jbrgrp.com. The Project work must be performed in strict compliance with the bid documents. There will be a mandatory Pre-Bid Meeting for all contractors interested in bidding on the project. The meeting shall be at the Township Building and Daycare Center, located at 721 South Quentin Road, #101, Palatine, Illinois, 60067, on August 20, 2020, at 9:00 a.m.

Sealed Bids will be accepted at Palatine Township Center until 4:00 p.m. on Monday August 31, 2020 and no late bids will be accepted. The sealed bids will be publicly opened at Palatine Township Center located at 721 S. Quentin Road, Palatine, IL 60067, at 4:00 p.m. on August 31, 2020. As part of the project, there will be a mandatory walk-through on August 20, 2020 beginning at 9 A.M. This will be the only opportunity for bidders to view the windows in scope and take their own measurements.

Palatine Township reserves the right to accept any proposal in its entirety or part thereof or reject any and all proposals in its entirety or part thereof and to waive minor irregularities and nonconformities in any proposal, if in the judgment of Palatine Township, the best interests of Palatine Township will be promoted thereby.

PALATINE TOWNSHIP

**REQUEST FOR BIDS FOR TOWNSHIP CENTER BUILDING AND DAYCARE CENTER WINDOW
REPLACEMENT PROJECT**

DATE: August 13, 2020

ITEM: Township Center Building and Daycare Center Window Replacement Project

Bids will be received until **August 31, 2020 at 4:00 p.m.** on the items specified herein. The Date and Time as stated, is also the time of the public bid opening, unless modified by the PALATINE TOWNSHIP. All Vendors are welcome to attend this opening.

GENERAL PROVISIONS

1. Sealed bids shall be due no later than 4:00 p.m. on Monday, August 31, 2020 to the Palatine Township Office located at 721 South Quentin Road, Palatine, IL and shall be submitted on the forms herein provided. Bids will be publicly opened at this time and place.
2. The bidder must submit his, her, or its bid on the attached bid form. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company.
3. Submitted bids must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person signing the bid.
4. Any interpretation made by the engineer will be in the form of an Addendum and will be furnished and/or made available to all prospective bidders. Addendum receipt by the bidder shall be acknowledged in the space provide on the bid form or by letter received before the bid due date. Oral explanations or instructions given before the award of the successful bid shall not be binding
5. Bidders shall attend the Pre-Bid Meeting at the project site onsite on August 20, 2020, at 9:00 a.m., in accordance with the Notice to Bidders, and will have the opportunity to verify measurements for purposes of certifying bids.
6. Materials, the style, make, or quality of which is specifically designated, shall be as specified. Should any substitution of material, item of equipment, or apparatus be made, the Township's written approval must be obtained prior to installation. Alternate window specifications will not be allowed.
7. Work on upper level windows of the Daycare Center must be performed on the weekends.
8. Award of a successful bid will be made to the lowest responsible bidder, as determined

by the Township, whose bid conforms to the bid documents, provided the bid price is reasonable and it is in the best interest of the Township to accept it. The Township reserves the right to accept any proposal in its entirety or part thereof or reject any and all proposals in its entirety or part thereof and to waive minor irregularities and nonconformities in any proposal, if in the judgment of the Township, the best interests of the Township will be promoted thereby. Further, the Township reserves the right to postpone the date of presentation and opening of Bids and will give written notice of any such postponement to each interested party who previously submitted a Bid

9. The Township may reject any or all bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents. The Township reserves the right to waive or not waive any irregularities, informalities, or variances in a bid, or to accept any bid considerate by the Township to be in the best interest of the Township. Conditional or qualified bids are subject to rejection in whole or in part.
10. The Township may make such investigations as are deemed necessary to determine the ability of the bidder to perform the project, and the bidder shall furnish all such information and data for this purpose as the Township may request. The Township reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the bid documents and/or Project Agreement and to complete the work contemplated therein
11. The bidder shall, before submitting a bid, carefully examine the bid documents and visit and inspect the project site. Failure to do so will not relieve the successful bidder from the responsibility of properly estimating the difficulty or cost of successfully performing the work. Submission of a bid will be considered presumptive evidence that the bidder has visited and is conversant with the project site, facilities, and difficulties, the bid documents, and of pertinent State or Local Codes, the current Labor and Material Markets, and has made due allowance in his/her bid for all contingencies. No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the project, as a result of the failure to make necessary investigations will be accepted as an excuse for any failure or omission on the part of the bidder to fulfill in every detail all of the requirements of the bid documents, nor will be accepted as a basis for any claims whatsoever, for extra compensation.
12. Bids shall include all costs of labor, material, equipment, disposal, allowance, fees, permits, guarantees, applicable taxes, insurance, and contingencies, with overhead and profit necessary to complete the project, or to complete portions of the work covered by these bid documents on which the bid is made, including all trades, without further costs to the Township, and to obtain all permits, perform the specified testing, arrange for all inspections, and pay all associated fees and costs incurred, in strict compliance with the bid documents.
13. If the successful bidder shall fail, or refuse to, furnish any part of the items required, the Supervisor shall have the right to purchase the amount required, but not furnished, on

the open market and charge the difference to the successful bidder.

14. Prior to commencement of the work, successful bidder must submit to Township: (a) A Labor & Material Payment Bond and Performance Bond, each in the amount of one hundred ten percent (110%) of the contract sum, naming Palatine Township as primary obligee, in a form deemed acceptable to Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the contract sum, guarantying successful bidder's obligations under its bid proposal and the Project Agreement issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to Township; to guaranty the performance of successful bidder's obligations under its bid proposal and the Project Agreement and the payment of all labor and materials furnished for the work, including but not limited to, compliance with the Illinois Prevailing Wage Act. The cost of said Bonds and/or Letter of Credit shall be included in the bid proposal.
15. Proposals shall be delivered or mailed to the Attention of Township Supervisor, Palatine Township, 721 S. Quentin Road, Suite 101, Palatine, Illinois 60067.
16. Upon satisfactory completion of the project, a warrant shall be issued to the Treasurer of Palatine Township for the payment and signed by the Supervisor.
17. The Supervisor may cancel the entire contract or any part thereof, if conditions over which she has no control force the halting or reduction of the work by the Township.
18. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement.
19. In the event of any conflict between the terms and conditions of any of the bid documents, the most stringent and demanding requirements shall control.
20. The successful bidder is responsible for obtaining all required permits through the Village of Palatine.
21. Terms for payment are as follows:
 - a. The Palatine Township will pay the entire balance after project completion. Vendor shall issue an invoice after acceptance, by the Palatine Township, of the stated deliverables for the balance. Payment shall be made thirty (30) days after receipt of the invoice, subject to the conditions set forth in the Project Agreement.
 - b. Invoices shall be typed and sent to the Palatine Township containing the following information:
 - i. The name, address and phone number of the Vendor
 - ii. Any payment discount terms offered
 - iii. Completed W-9 form.
 - c. The Palatine Township is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Quote all prices F.O.B. Palatine, Illinois, 60067 including all

freight and delivery charges to the facility.

- i. A tax exempt certificate can be provided if necessary.

SPECIAL PROVISIONS

1. Insurance Requirements

- a. Required Coverages. Successful bidder shall procure and maintain for the duration of the Work, Repair Work, and/or Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the Contract Sum.

- i. *Workers Compensation and Employees Liability Insurance.* Successful bidder shall maintain workers compensation insurance as required by statute and employer's liability insurance, which shall include the following provisions and not less than the following limits:

Bodily Injury by accident: \$1,000,000 each accident

Bodily injury by disease: \$1,000,000 policy limit

Bodily injury by disease: \$1,000,000 each employee

- ii. *Commercial General Liability Insurance.* Successful bidder shall maintain commercial general liability ("CGL") insurance with limits not less than the following:

Each occurrence: \$1,000,000

General Aggregate per Project: \$2,000,000

Products – Completed Operations Aggregate: \$2,000,000

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: the Project Work, Repair Work, and Warranty Work, including activities performed by or on behalf of successful bidder; premises owned, leased, or used by successful bidder; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of five (5) years after final acceptance of the project.

- iii. *Commercial Automobile Liability Insurance.* Successful bidder shall maintain commercial auto liability insurance with a limit of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto” including owned, hired, and non-owned autos. Commercial auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- iv. *Excess Umbrella Liability Insurance Coverage.* Successful bidder shall maintain Excess Umbrella Liability Insurance coverage over CGL, Commercial Auto, and Employer’s Liability with limits not less than the following:

Each Occurrence: \$2,000,000

General Aggregate per Project: \$2,000,000

The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that successful bidder’s CGL coverage per occurrence exceeds \$1,000,000.

- b. Additional Insured. The required insurance coverages, with the exception of Workers Compensation, shall name Palatine Township, JBR Group, LLC, and each of their respective officers, representatives, elected and appointed officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors, and assigns (hereafter, collectively, the “Additional Insured”) as insured, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If successful bidder maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by successful bidder. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. As part of the provisions and requirement for this project, other entities may be required to be added as an “additional insured” on the liability insurance of successful bidder. Successful bidder shall assure these entities are included as additional insured. If the Additional Insured have not been included as an insured under the Commercial General Liability, Business Auto Liability, and Excess Umbrella Liability Insurance coverages required herein, successful bidder waives all rights against each Additional Insured, for recovery of damages arising out of or

incident to the work.

- c. Acceptability of Insurers. Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, successful bidder must supply certified copies of the requested insurance policies within ten (10) days.
- d. Evidence of Insurance. Prior to beginning work, successful bidder shall furnish the Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of successful bidder's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting successful bidder or any subcontractor of any tier from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township . Failure to maintain the required insurance may result in termination this Agreement at the option of Township . With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.
- e. Cross-Liability Coverage. If successful bidder's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- f. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, successful bidder may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.
- g. Township Shall Not Waive Any Rights of Subrogation. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, Selective Insurance Group, Inc., risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any successful bidder, for any property injury, death, or other damage caused by successful bidder and/or any of its subcontractors of any tier, or any of their

respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the work.

- h. Failure to Comply with Insurance Reporting Provisions. All insurance required of successful bidder shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.
- i. All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of successful bidder shall provide that the insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- j. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (i) allowing any work to commence by successful bidder before receipt of Certificates of Insurance; (ii) failing to review any Certificates of Insurance received; (iii) failing to advise successful bidder that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (iv) issuing any payment without receipt of a sworn certification from successful bidder stating that all the required insurance is in force. Successful bidder agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.
- k. Liability of Successful Bidder is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of successful bidder and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, successful bidder, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of successful bidder to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by successful bidder's insurance.
- l. Notice of Personal Injury or Property Damage. Successful bidder shall notify Township and Architect, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.
- m. Subcontractors. Successful bidder shall cause each subcontractor employed by successful bidder to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, successful bidder shall furnish copies of certificates of insurance evidencing coverage for each

subcontractor.

2. Fair Employment Practices

- a. In addition to all other labor requirements set forth in this proposal during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "successful bidder") agrees as follows:
 - i. SELECTION OF LABOR: During the performance of this contract, the contractor agrees as follows:
 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.
 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability 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.
 3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
 4. 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 contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the successful bidder will promptly so notify the Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
 5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rule and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the commission's rules and regulations for public contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
 7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.
- ii. PREVAILING WAGE ACT
1. The Illinois Prevailing Wage Act shall apply to all work performed for this project per 820 ILCS 130/.01, et seq.

DETAILED BID SPECIFICATIONS

Township Building and Daycare Center Window Replacement

1. Purpose
 - a. Full replacement of select windows at the Township Building and Daycare Center, both located on the same site premise
2. Address
 - a. 721 S Quentin Rd # 101, Palatine, IL 60067
3. Pre-bid building walkthrough
 - a. As part of the project, there will be a mandatory walk-through on August 20, 2020 beginning at 9 A.M.
 - b. This will be the only opportunity for bidders to view the windows and verify measurements. Note that measurements will NOT be provided by the Township or JBR Group during the site walk or at any time before or after.
4. Scope of work to be completed:
 - a. Removal of existing windows, per details provided in appendix
 - b. Installation of new windows, per the following:
 - i. Township Building (See Figure 1)
 1. West perimeter
 - a. Referencing Figure 1, window number 1 through 5 are to be Pella Lifestyle, left casement, with the following specs:
 - i. 1: Non-Standard Size Left Casement
 1. Frame Size: 23 1/4 X 47 1/4
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Limited Opening Hardware, No Integrated Sensor
 7. Screen: Full Screen, White, InView™
 8. Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-14-00467-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements
 9. Grille: No Grille,

10. Wrapping Information: No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance
- b. Referencing Figure 1, window numbers 6 and 7 are to be Pella Lifestyle, fixed sash set, obscured glass, with the following specs:
 - i. 1: Non-Standard Size Fixed Sash
 1. Frame Size: 23 1/4 X 47 1/4
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Obscure Low-E Obscure Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Performance Information: U-Factor 0.28, SHGC 0.31, VLT 0.58, CPD PEL-N-22-00624-00002, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11
 7. Grille: No Grille,
 8. Wrapping Information: No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance

2. East perimeter

- a. Referencing Figure 1, window numbers 8 and 9 are to be Pella Lifestyle, 2-wide casement, with the following specs:
 - i. 1: Non-Standard Size Left Casement
 1. Frame Size: 23 3/4 X 47 1/4
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Limited Opening Hardware, No Integrated Sensor

7. Screen: Full Screen, White, InView™
 8. Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-14-00467-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements
 9. Grille: No Grille,
 10. Vertical Mull 1: FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20
- ii. 2: Non-Standard Size Right Casement
1. Frame Size: 23 3/4 X 47 1/4
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Limited Opening Hardware, No Integrated Sensor
 7. Screen: Full Screen, White, InView™
 8. Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-14-00467-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements
 9. Grille: No Grille,
 10. Wrapping Information: No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance
- b. Referencing Figure 1, window numbers 10 and 11 are to be Pella Lifestyle, 2-wide sash set, obscured glass, with the following specs:
- i. 1: Non-Standard Size Fixed Sash Set
 1. Frame Size: 23 3/4 X 47 1/4

2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Obscure Low-E Obscure Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Performance Information: U-Factor 0.28, SHGC 0.31, VLT 0.58, CPD PEL-N-22-00624-00002, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11
 7. Grille: No Grille,
 8. Vertical Mull 1: FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20
- ii. 2: Non-Standard Size Fixed Sash Set
1. Frame Size: 23 3/4 X 47 1/4
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Obscure Low-E Obscure Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Performance Information: U-Factor 0.28, SHGC 0.31, VLT 0.58, CPD PEL-N-22-00624-00002, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11
 7. Grille: No Grille,
 8. Wrapping Information: No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance
- ii. Daycare Center
1. Note that upper-level window work at the daycare center MUST be performed during weekends to avoid disturbing operations during the work week
 2. South perimeter

- a. Referencing Figure 2a and 2b, all lower level windows are to be Pella Lifestyle with the following specs:
 - i. 1: Non-Standard Size Left Casement
 1. Frame Size: 24 1/2 X 32 3/4
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Limited Opening Hardware, No Integrated Sensor
 7. Screen: Full Screen, White, InView™
 8. Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-14-00471-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements
 9. Grille: No Grille,
 10. Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance
- b. Referencing Figure 2a and 2b, all upper level windows are to be Pella Lifestyle with upper awning with the following specs:
 - i. 1: Non-Standard Size Fixed Sash Set
 1. Frame Size: 24 1/2 X 52
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior

5. Glass: Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Performance Information: U-Factor 0.28, SHGC 0.31, VLT 0.58, CPD PEL-N-22-00624-00002, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11
 7. Grille: No Grille,
 8. Horizontal Mull 1: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20
- ii. 2: Non-Standard Size Vent Awning (Top orientation)
1. Frame Size: 24 1/2 X 21
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Limited Opening Hardware, No Integrated Sensor, Left Jamb
 7. Screen: Full Screen, White, InView™
 8. Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-37-00472-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Not Applicable
 9. Grille: No Grille,
 10. Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance

3. North perimeter

- a. Referencing Figure 3, all lower level windows on the north perimeter are to be identical to the lower level windows detailed out for south perimeter
- b. Referencing Figure 3, all upper level windows on the north perimeter are to be identical to the upper level windows detailed out for south perimeter, except for one west-most unit (see details on Figure 3).
 - i. 1: Non-Standard Size Fixed Sash
 1. Frame Size: 24 1/2 X 52
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Tempered Obscure Low-E Frosted Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Performance Information: U-Factor 0.28, SHGC 0.31, VLT 0.58, CPD PEL-N-22-00624-00002, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11
 7. Grille: No Grille,
 8. Horizontal Mull 1: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20
 - ii. 2: Non-Standard Size Vent Awning (Top orientation)
 1. Frame Size: 24 1/2 X 21
 2. General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
 3. Exterior Color / Finish: Standard Enduraclad, Black
 4. Interior Color / Finish: Prefinished White Paint Interior
 5. Glass: Insulated Tempered Obscure Low-E Frosted Advanced Low-E Insulating Glass Argon Non High Altitude
 6. Hardware Options: Wash Hinge Hardware, Fold-Away Crank, White, No Limited Opening Hardware, No Integrated Sensor, Left Jamb
 7. Screen: Full Screen, White, InView™

8. Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-37-00472-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Not Applicable
 9. Grille: No Grille,
 10. Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 5 11/16", 7", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance
 - c. Provisions for area containment during execution
 - i. Appropriate signage and traffic control measures (vehicular & pedestrian)
 - ii. Communication with township personnel and JBR Group to coordinate temporary office area relocations during execution
5. Description of work:
 - a. The Bidder shall submit technical plans and drawings, technical reports, and/or as-built drawings as part of their bid submittal.
 - b. Bidder shall submit a project timeline including minimum project start date, progress dates, and a projected project completion date. Timeline may also be submitted as a period of performance timeline.
6. Miscellaneous requirements:
 - a. All bidding firms to break out material and labor, noting that this job must honor prevailing wages
 - b. Winning firm will be responsible for obtaining all required building permits

Figure 1 – Township Building, West and East Elevations w/ Window Callouts

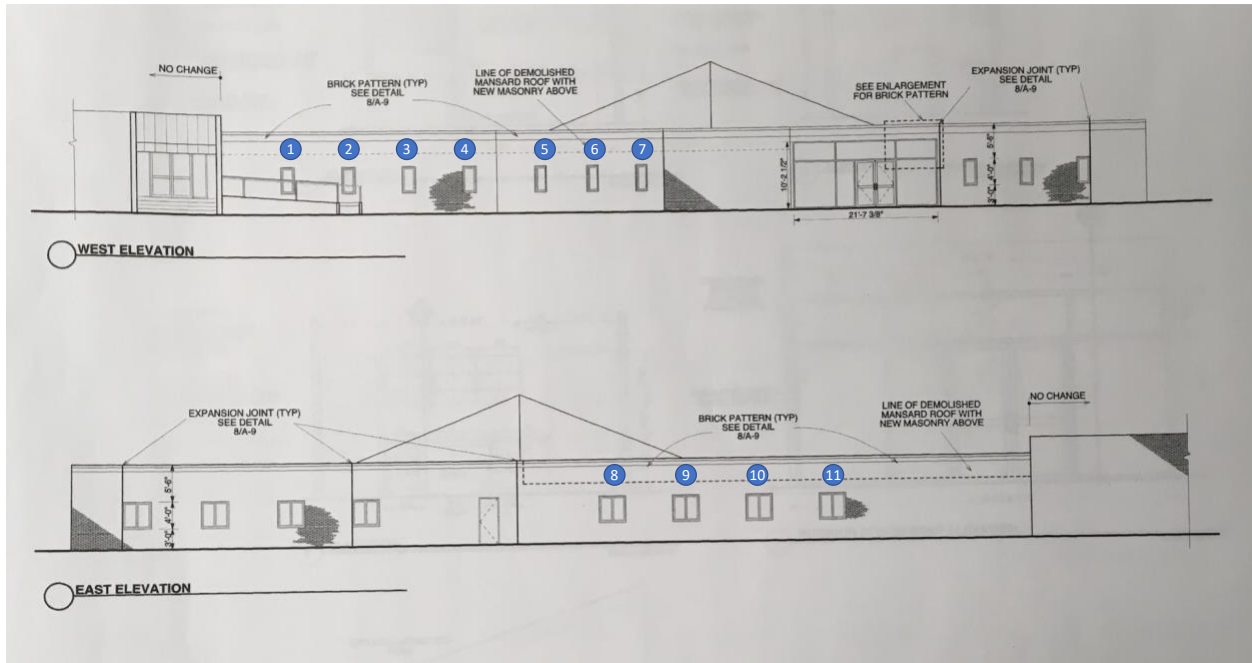


Figure 2a – Daycare center, South Perimeter



Figure 2b – Daycare center, South Perimeter



Figure 3 – Daycare center, North Perimeter



EXHIBIT B

BID FORM

PALATINE TOWNSHIP

REQUEST FOR BIDS FOR TOWNSHIP CENTER BUILDING AND DAYCARE CENTER WINDOW
REPLACEMENT PROJECT

A. ACKNOWLEDGEMENT

By its signature below, the Bidder acknowledges it has received a complete set of provisions and specifications, understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents. The Bid Documents are composed of the following documents, which the Bidder acknowledges it has received in full:

1. Letter to Bidder
2. Advertisement for Bids
3. General Provisions
4. Special Provisions
5. Bid Specifications
6. Project Agreement
7. Bid Form
8. Affidavits and Certifications

If any of the above documents have been omitted, please contact JBR GROUP at info@jbrgrp.com immediately to receive replacements.

B. PROPOSAL

The undersigned has carefully examined, for this bid: the general provisions, terms and conditions, insurance requirements, specifications, and bid form. The undersigned proposes to provide all necessary equipment, material, and labor in accordance with this bid and all attachments/exhibits for the Township Center Building and Daycare Center window replacement project per the following cost breakdown (required):

ID/Reference	Description	Special Comment	Total # of Windows	Material Cost (\$)	Labor Cost (\$)
Figure 1, windows #1-5	Township Admin Bldg, west perimeter windows	None	5	\$2,690	\$3,870
Figure 1, windows #6-7	Township Admin Bldg, west perimeter windows	None	2	\$1,190	\$1,550
Figure 1, windows #8-9	Township Admin Bldg, east perimeter windows	None	2	\$2,490	\$1,550
Figure 1, windows #10-11	Township Admin Bldg, east perimeter windows	None	2	\$2,490	\$1,550
Figure 2a/b and 3, upper level windows	Daycare Center, south and north perimeter windows, upper level, NON-privacy glass	Work to be performed on weekends, ONLY	13	\$11,720	\$15,475
Figure 3, upper level window w/ privacy glass (see Figure 3)	Daycare Center, north perimeter window, privacy glass	Work to be performed on weekends, ONLY	1	\$1,005	\$1,190
Figure 2a/b and 3, lower level windows	Daycare Center, south and north perimeter windows, lower level	None	14	\$6,620	\$10,830
			Total	\$28,205	\$36,015

TOTAL \$64,220

All American Exterior Solutions
150 Oakwood Road
Lake Zurich, IL 60047

It is understood and agreed that the PALATINE TOWNSHIP reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection to any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the PALATINE TOWNSHIP BOARD or other officer of the PALATINE TOWNSHIP, or any person in the employ of the PALATINE TOWNSHIP is directly or indirectly interested in this bid, or in any portion of the profits thereof.

ALL AMERICAN EXTERIOR SOLUTIONS

Name of Person or Entity submitting this Bid

150 OAKWOOD RD.

Street Address

LAKE ZURICH IL 60047

City

State

Zip

847-438-4131

JPAYNE@AAEKS.COM

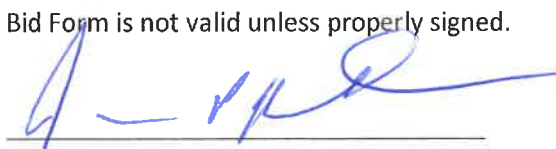
Telephone Number

Email Address

Bid Form is not valid unless properly signed.


Signature

Date


PRESIDENT

8-27-20

**CRIMINAL CODE CERTIFICATION
AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 1961
PURSUANT TO PA 85-1295**

I, , the individual whose signature appears on the foregoing bid proposal, hereby certify that the bidding party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Ch. 720, Article 5, 2002, Ill. Compiled Stat, as amended. I further certify that no officers or employees of the bidding party have been so convicted and that the bidding party is not the successor company or a new company created by the officers or owners of one so convicted. I certify that any such conviction occurring after the date of this certification will be reported to Palatine Township immediately, in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

ALL AMERICAN EXTERIOR SOLUTIONS

Print Name of Bidder/Company


Signature of Authorized Officer

JAMES P. KOUKAL
Printed Name of Signatory

PRESIDENT
Title of Signatory

8-27-20
Date

TAX COMPLIANCE AFFIDAVIT

I, the individual whose signature appears on the foregoing bid proposal, being the duly appointed official of the bidding party and duly sworn and under oath, hereby certifies that the bidding party is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the Internal Revenue Service, or, if it is, it:

- A. Is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- B. Has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

ALL AMERICAN EXTERIOR SOLUTIONS

Print Name of Bidder/Company

[Signature]

Signature of Authorized Officer

JAMES P. KOUKAL

Printed Name of Signatory

PRESIDENT

Title of Signatory

8-27-20

Date

SEXUAL HARASSMENT POLICY CERTIFICATION

The undersigned hereby certifies that ALL AMERICAN EXTERIOR SOLUTIONS (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following, and that such policy shall remain in full force and effect throughout the term the Contract.

ALL AMERICAN EXTERIOR SOLUTIONS

Print Name of Bidder/Company

J P K

Signature of Authorized Officer

JAMES P. KOUKAZ

Printed Name of Signatory

PRESIDENT

Title of Signatory

8-27-20

Date

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The undersigned further certifies that it has or will have in place prior to commencement of the Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

ALL AMERICAN EXTERIOR SOLUTIONS

Print Name of Bidder/Company

J. P. Koukal

Signature of Authorized Officer

JAMES P. KOUKAL

Printed Name of Signatory

PRESIDENT

Title of Signatory

8-27-20

Date

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the 'subcontract' include the term 'purchase order' and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term 'Seller' shall be deemed to refer to the Bidder of Officer, or Subcontractor or Supplier. This certificate shall be renewed annually, Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificates is in effect.

The undersigned seller certifies the following to **PALATINE TOWNSHIP**.


CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employee any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term 'segregated facilities' means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$1 0,000 which are not exempt from the provisions for the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods); **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$1 0,000 which is not exempt from the provision of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 1 8 U.S.C. 1001).

AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from the Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F. R. Part 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R Sec 60- 1.40

Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this day of 2019 by:

Firm Name: ALL AMERICAN EXTERIOR SOLUTIONS

By: 

Title: PRESIDENT

NON-COLLUSION AFFIDAVIT

State of ILLINOIS

County of LAKE

JAMES KOUKAL, being first duly sworn, deposes and says:

That he is PRESIDENT
(a partner or officer of the firm of, etc.)

The party makes the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the bid price of affiant of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against PALATINE TOWNSHIP, or any person interested in the proposed contract; and that all statements in the said proposal or bid are true.

Signature of Bidder
(if Bidder is an individual)

Signature of Bidder
(if Bidder is a partnership)

J - P Koukal
Signature of Bidder
(if Bidder is a Corporation)

Scribed and sworn to before me this

31 day of Aug, 2019

My Commission expires 8/20/23, 2019

Suban Oy



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

All American Exterior Solutions
150 Oakwood Road
Lake Zurich, IL 60047

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605-0800
Mailing Address for Notices
1411 Opus Place, Suite 450

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Palatine Township
721 S. Quentin Road
Palatine, IL 60067

Downers Grove, IL 60515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Township Center and Daycare Center Window Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August, 2020

(Witness)

(Witness)

Jasmine Baez

All American Exterior Solutions

(Principal)

(Seal)

By:

(Title)

PRESIDENT

Harco National Insurance Company

(Surety)

(Seal)

By:

James I. Moore

Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jasmine Baez Notary Public of DuPage County, in the State of IL,

do hereby certify that James I. Moore Attorney-in-Fact, of the Harco National Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Harco National Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 31st day of August, 2020.

Jasmine Baez

Notary Public

Jasmine Baez

My Commission expires:

January 22, 2022



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Bid Bond
Principal All American Exterior Solutions
Obligee Palatine Township

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

James I. Moore

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th of December, 2018

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of August, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of August, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of August, 2020

Irene Martins, Assistant Secretary