

**AIA DOCUMENT A101-1997****Standard Form of Agreement Between Owner and Contractor**  
**where the basis of payment is a STIPULATED SUM**

**AGREEMENT** made as of the Twenty-Fifth  
in the year Two Thousand Nineteen  
(In words, indicate day, month and year)

day of November

**BETWEEN** the Owner:  
(Name, address and other information)

Palatine Township  
721 S Quentin Road, Ste. 101  
Palatine, IL 60067

and the Contractor:  
(Name, address and other information)

MC Building, Inc  
7023 Grant Street  
Darien, IL 60561

The Project is:  
(Name and location)

General Assistance Office Interior Alteration  
Palatine Township  
721 S Quentin Rd, Ste. 101  
Palatine, IL 60067

The Architect is:  
(Name, address and other information)

J. Michael DeLapp & Associates Architects  
266 W Lake Shore Drive  
Barrington, IL 60010

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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OWNER-CONTRACTOR  
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The American Institute  
of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows: **N/A**

**3.2** The Contract Time shall be measured from the date of commencement.

**3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than **sixty** days from the date of commencement, or as follows: **N/A**

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*



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#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Fifty Six Thousand Nine Hundred Fifty** Dollars (\$ **56,950** ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **N/A**  
*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

4.3 Unit prices, if any, are as follows: **N/A**

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: **N/A**

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **first** day of a month, the Owner shall make payment to the Contractor not later than the **thirty first** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **thirty** days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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**5.1.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

**5.1.7** The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

**5.1.8** Reduction or limitation of retainage, if any, shall be as follows: N/A

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **5.2 FINAL PAYMENT**

**5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.



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**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows:

Document	Title	Pages	Document Title	Pages	
1	Title Pge Palatine	1	14	Supplementary General Conditions Revised	1
2	Index Palatine 2019	1	15	Change Order AIA G701	1
3	Access to Work	1	16	AIA G701 Instruction	1
4	InvitationToBid Palatine TS 2019	8	17	G702-G703	2
5	Instructions to Bidders Revised	2	18	G702-703 Instruction	1
6	Form of Proposal Palatine 2019	4	19	Affidavits and Certifications	5
7	AIA Performance Bond	1			
8	Non-Collusion revised	1			
9	BIDRIG1	1			
10	EEO Certificate	5			
11	Federal Labor Standards	7			
12	AIA Document A-101	4			
13	Appendix C, Insurance revised				

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows: N/A

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
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8.1.5 The Drawings are as follows, and are dated N/A unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
1	C1	August 26, 2019
2	A1	August 26, 2019
3	A2	August 26, 2019
4	A3	August 26, 2019



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5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

#### ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located:

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 The Owner's representative is: Kenneth Lopez, Township Administrator  
*(Name, address and other information)* Palatine Township  
721 S Quentin Road, Ste. 101  
Palatine, IL 60067

7.4 The Contractor's representative is:  
*(Name, address and other information)* Phillip Moser, President  
MC Building Inc.  
7023 Grant Street  
Darien, IL 60561

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:



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8.1.6 The Addenda, if any, are as follows: N/A



Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Contractor's Bid Proposal, attached hereto as Exhibit A

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

 _____ OWNER (Signature)	 _____ CONTRACTOR (Signature)
Sharon Langlotz-Johnson, Supervisor (Printed name and title)	PHILIP MOSER (Printed name and title) PRESIDENT

**CAUTION:** You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.



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## INSTRUCTIONS TO BIDDERS

### 1. GENERAL

#### 1.01 SCOPE

- A. Work is located at: Palatine Township Administrative Offices, 721 Quentin Road, Palatine, IL
- B. All work detailed in the Plans and Specifications entitled:

#### **Interior Alterations - Palatine Township**

#### 1.02 BIDDER'S KNOWLEDGE

- A. Be familiar with specifications and conditions which affect construction.
- B. Make a personal examination of project and physical conditions affecting work.

#### 1.03. BIDDER'S QUALIFICATIONS

The OWNER, at any time, may request to receive the following:

- A. Personnel and facilities: If requested, satisfy OWNER as to integrity, equipment, personnel and financial ability to perform work.
- B. Business Entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or other business entity.
- C. Experience: If requested, submit list of projects of a similar nature, completed by bidder, identified as to project OWNER, location, approximate date of construction, and value of construction performed by bidder.

### 2. BIDDING

#### 2.01 METHOD OF BIDDING

- A. Proposals must be made upon the form provided, and submitted in a sealed envelope and marked with the bidder's name and return address and with the words, "Proposal for Interior Alterations", clearly marked on the envelope and shall be addressed to:

Palatine Township  
721 Quentin Road  
Palatine, Illinois 60067  
ATTN: Ms. Lisa Moran, Clerk

- B. Bids shall be delivered to the Palatine Township address on or before:

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#### 2.02. EVALUATION OF BIDS



- A. OWNER may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interest.
- B. OWNER may reject any or all bids and waive or not waive any informalities or to accept any proposal considered to be in the best interest of the OWNER.
- C. No proposal will be entertained which is not based upon the complete CONTRACT DOCUMENTS consisting of the following:
  - INVITATION TO BID
  - IMSTRUCTIONS TO BIDDERS
  - FORM OF PROPOSAL
  - CONTRACT
  - GENERAL CONDITIONS
  - SUPPLEMENTARY GENERAL CONDITIONS
  - DRAWINGS
  - STATEMENT OF NON-COLLUSION
  - ANY OR ARCHITECTS WRITTEN INSTRUCTIONS IN THE FORM OF
  - ADDENDUM ISSUED DURING THE BIDDING PERIOD.
- D. Proposals may be rejected by the OWNER as informal, unless signed in longhand by the Bidder, or his authorized agent, and unless all dates, items and amounts called for in the Form of Proposal are furnished.

#### 2.03 BIDDER'S CERTIFICATE

BIDDER shall complete and submit an Affidavit of Non-Collusion, included herein.

#### 2.04 TAXES

BIDDER to **omit** cost of all State and Federal Taxes of labor, material and equipment as the OWNER is a tax-exempt body.

### 3. CONTRACT

#### 3.01 EXECUTION OF CONTRACT

- A. Successful bidder shall, within fifteen (15) calendar days after award of Contract enter into and execute the Contract, A.I.A. Document A101, Standard Form of Agreement, included herein with OWNER.
- B. Contract, when executed, shall be deemed to include entire agreement between parties; BIDDER shall not claim any modification resulting from representation of promise made by representatives of OWNER or other persons.
- C. Each Bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check, or Bank Draft, in an amount equal to ten percent (10%) of the Bid amount made payable to Palatine Township. Failure to comply with the conditions set forth in the Contract Documents may result in the termination of a successful Bid of

subsequent Contract or may result in default. In such event, the BIDDER may be liable for any costs of performing the work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to BIDDER. All differences after exhaustion of the Bid guarantee shall be charged to the BIDDER.

- D. Within ten (10) days of receiving a written "Notice to Proceed," BIDDER shall submit the following: (a) A Labor & Material Payment Bond and Performance Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Palatine Township as primary obligee, in a form deemed acceptable to OWNER, 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 accepted Bid Sum, 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%), to guaranty the performance of BIDDER'S obligations under the Bid and/or Contract Documents and the payment of all labor and materials furnished for the project, 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 total bid amount set forth in the Bid Proposal. Failure to comply with the conditions set forth herein may result in the termination of a successful Bid and subsequent Contract or may result in default.
- D. In addition to PERFORMANCE and PAYMENT BONDS, a written warranty for one (1) year from the date of FINAL COMPLETION for all construction shall be provided to the OWNER.
- E. BIDDER shall provide OWNER with a certificate of insurance, which shall meet or exceed the requirements of Appendix C – Insurance requirements.

#### 4. COMMENCEMENT OF WORK

##### 4.01 PERMITS

Work will not be started until all applicable State and Local permits have been obtained. The BIDDER shall be required to obtain the following permits and pay all costs as may be required.

##### 4.02 BIDDER'S DUTIES

- A. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed. The BIDDER must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other Contract. Bidders are required to inform themselves fully of the conditions relating to prevailing predetermined labor rates and the applicable laws relating thereto, and shall be governed thereby.
- B. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other contract documents, he may submit to the ARCHITECT a written request for an interpretation thereof. The person submitting request will be responsible for its

prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued and a copy of such addendum be mailed or delivered to each person receiving a set of documents. The OWNER will not be responsible for any other explanation or interpretation of the proposed documents.

- C. Proposals which are signed for a Corporation should have the correct corporate name thereof and the signature of the President or other authorized officer of the Corporation in longhand. If such proposal is signed by an official other than the President, authority of such to sign the proposal shall be attached to it. Such Proposal also should bear the attesting signature of the Secretary of the Corporation, and the impression of the Corporate Seal.
- D. The Drawings, Specifications and other documents furnished for estimating purposes are the property of the OWNER, and must be returned to OWNER.
- E. The Bidder will be required to estimate the calendar days necessary to complete the work. Actual construction must be started immediately following the award and signing of the contracts, or as soon thereafter as permitted by the progress of the work, and shall be carried on continuously thereafter until complete, except on written order from the Architect or OWNER.

#### 4.03 SITE INVESTIGATION

BIDDER acknowledges and agrees that it has made such investigations as it deems necessary to perform the Work, including, but not limited to, 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 Work under the Contract 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 BIDDER to fulfill in every detail all of the requirements of the Contract, nor will be accepted as a basis for any claims whatsoever for extra compensation. Further, BIDDER expressly acknowledges that OWNER makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the site for the purposes set forth herein, or for any other purpose or use, express or implied, by BIDDER. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED BY OWNER. BIDDER accepts use of the site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." BIDDER acknowledges that BIDDER has inspected the site to BIDDER'S satisfaction as to the adequacy, fitness, and condition thereof.

### 5. AWARD OF CONTRACT

#### 5.01 OWNER'S RIGHTS

- A. The OWNER reserves the right to award the Contract based on the bid which is, in OWNER'S sole discretion, in the best interest of the OWNER
- B. The OWNER reserves the right to reject any and all bids.

#### 5.02 BASIS OF AWARD

The basis of award of the Contract will be to the responsible low bidder.

### 5.03. PREVAILING WAGE PROVISIONS

All laborers and mechanics employed by BIDDER and by any subcontractor(s) on Project Work, Repair 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.*, (hereinafter, the "Act") (hereinafter "Prevailing Wages"). BIDDER 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. BIDDER 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. BIDDER shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. BIDDER 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 on the Project 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 BIDDER 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 BIDDER and not at the expense of OWNER. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. BIDDER 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 OWNER in accordance with said applicable laws.

### 5.04. EQUAL EMPLOYMENT OPPORTUNITY

- A. BIDDER 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 BIDDER agrees not to deny services or use of the Work 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.
- B. BIDDER shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 *et seq.*, and actor represents and warrants to OWNER as follows:
  - 1. 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.

2. That, if it hires employees in order to perform this Project or any portion thereof, it will determine the availability, in accordance with the Illinois Department of Human Rights' (hereinafter, 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.
3. 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.
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 Bidder'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 Bidder in its efforts to comply with such Acts and Rules and Regulations, Bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. 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.
6. 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.
7. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the obligations herein are undertaken or assumed, so that each provision will be binding upon such subcontractor. BIDDER 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, BIDDER 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.

## 5.05. ASSURANCES

The BIDDER and any and all Subcontractor(s) to this Bid represent and warrant that, by submitting a Bid and by the signature(s) in said Bid, 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 if awarded to BIDDER. 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. In addition, the BIDDER and any and all Subcontractor(s) specifically state and assure that:

- A. The BIDDER and any and all Subcontractor(s) have legal authority to submit the proposal and to execute a contract with Township.
- B. The BIDDER and any and all Subcontractor(s) are authorized and consent on behalf of the Township, the Engineer, and himself/herself to accept the jurisdiction of the United States District Court, Northern District of Illinois, Eastern Division, for the purpose of enforcement of the requirements of such Federal statutes, rules, and regulations. Further, any provision to these Bid Documents and subsequent Contract, not subject to Federal law, shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce these Bid Documents and subsequent Contract shall take place in the Circuit Court of Cook County, Illinois.
- C. The BIDDER and any and all Subcontractor(s) represent and warrant, to the best of their knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the BIDDER and any and all subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the BIDDER and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  3. The BIDDER shall require that the language of this certification is included in the Bid Documents and subsequent Contract for all sub-awards with any and all Subcontractor(s) at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

This certification is a material representation of fact upon which reliance was placed when this Bid was made and any subsequent contract entered into in accordance with the requirements set forth in this Bid and subsequent Contract. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (l) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(11) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**APPENDIX C**  
**INSURANCE REQUIREMENTS**

A. **Required Coverages.** Contractor 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.* 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 form 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, J. Michael De Lapp & Associates, and each of their respective officers, officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors, and assigns (hereinafter, 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.

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 Owner 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner 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 Owner. Failure to maintain the required insurance may result in termination this Agreement at the option of Owner. 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 Owner 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 Owner. At the option of Owner, 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. Owner Shall Not Waive Any Rights of Subrogation. Owner 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, Illinois Counties Risk Management Trust ("ICRMT"), 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 Owner 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 Owner 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. Owner 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 Owner 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. 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 Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.



## SUPPLEMENTARY GENERAL CONDITIONS

### 1. GENERAL CONDITIONS:

The General Conditions of the Contract for Construction - AIA Document A201 (the "General Conditions") are part of this Contract, and are hereby modified by these Supplementary General Conditions. Where the provisions of the General Conditions conflict with the provisions of these Supplementary Conditions, the provisions of these Supplementary Conditions shall control. The following sections of the General Conditions are hereby specifically deleted: § 2.1.2, § 2.2, §11.4; § 13.6; § 14.1.

### 2. SCOPE OF WORK:

Contractor shall furnish all labor, supervision, materials, equipment, transportation, and incidentals necessary to perform the Work in strict compliance with the Contract Documents, including, but not limited to, all plans, specifications, and drawings referenced therein. 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.

### 3. DRAWINGS AND SPECIFICATIONS:

Titles and divisions of this Specification are for convenience only. No responsibility is assumed by the Architect or Owner for omissions or duplications by Contractors due to arrangement of matter in Construction Documents.

### 4. TAXES:

Contractor to **OMIT** cost of all State and Federal Taxes of labor, material and equipment. Owner 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 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 Work. All such taxes are included in the Contract Sum.

### 5. BONDS AND/OR LETTER OF CREDIT:

Prior to commencement of the 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 Owner, 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 the Contract 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 Owner, to guaranty the performance of Contractor's obligations under the Contract Documents and the payment of all labor and materials furnished for the 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 the Contract or may result in default, in accordance with Paragraph 20 below.

6. INSURANCE:

Owner and Contractor shall procure and maintain insurance as provided in the attached Appendix C – Insurance Requirements. The cost of such insurance is included in the Contract Sum.

7. PERMITS AND FEES:

The Cost of permits secured and paid for by Contractor in accordance with the Contract Documents shall be a **direct reimbursable expense**.

8. WARRANTY:

Contractor expressly warrants to Owner that all materials, supplies, and all labor furnished on or for the Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Work, at no cost to Owner for a period of one (1) year commencing upon the completion of the Work and acceptance of same by Owner. 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 hereinafter referred to as "Warranty Work." All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from Owner 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 Owner, in writing, before submitting its bid. 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.

9. RELATIONSHIP OF THE PARTIES:

It is understood, acknowledged and agreed that the relationship of Contractor to Owner arising out of the Contract 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 v, and, therefore, is not entitled to any benefits provided to employees of Owner. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Owner for any purpose. Neither Contractor nor any person engaging in any work or services related to the Contract at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of Owner. 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 Owner, 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.

10. COMPLIANCE WITH LAW:

All goods, equipment, materials, and all labor furnished by Contractor and Subcontractor(s) 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, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of

1990 as amended, and all applicable law, regulations, rules, ordinances, statutes, and codes established and/or promulgated by the Illinois and United States Department of Labor (IDOL and USDOL), the Illinois Human Rights Commission, the Illinois Department of Human Rights, and/or EEOC, and/or Environmental Laws (as defined in Section 2, Paragraph 12 below), and all applicable local building codes, with the most stringent standards governing (collectively, "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Work, including but not limited to products liability claims. This obligation shall survive the expiration or termination of the Contract.

**11. SUPERVISION AND CONSTRUCTION PROCEDURES:**

Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have sole control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract 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 Owner nor Architect shall have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work since they are solely Contractor's rights and responsibilities. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the 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 site and all other persons who may be affected thereby.

**12. 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 the Contract and/or the Work, Repair Work, or Warranty Work. Contractor is aware of the risks associated with the Work, and Contractor voluntarily assumes those risks in consideration of the Contract. Owner shall not be liable for any damage occasioned by failure to keep the site in repair and shall not be liable for any damage caused to any part of the site, property, or premises. Contractor agrees to indemnify and hold harmless Owner 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, the Contract, or any fulfillment of the Work. Furthermore, Owner shall not be liable for any damages of any kind in the event the Site becomes unusable to Contractor for whatever reason.

**13. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. Contractor agrees to waive any and all rights of contribution against Owner and Architect and shall indemnify, defend, and hold harmless Owner, Architect, and each their respective officials, officers, employees, volunteers, agents, successors, and assigns (hereafter, "Indemnified Parties"), from and against any and all claims,

lawsuits, actions, causes of action, demands, injuries, damages, losses, penalties, obligations, liabilities, judgments, liens, expenses, costs, and fees, including, but not limited to, attorneys' fees, court costs, settlement judgments, prejudgment interest, and post-judgment interest (hereafter, "Claims"), which may be in any way related to or arise directly or indirectly from: (a) the Project Work, Repair Work, and/or Warranty Work, or on account of or in consequence of any neglect in safeguarding such work or using unacceptable materials in constructing such work; (b) any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, subcontractors, or subcontractors, suppliers, licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable (hereafter, "Contractor's Agents"); (c) Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement; or (d) any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. In such case, Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith. 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. The obligations in this Section 5 are binding on Contractor without regard to whether or not such claim, lawsuit, action, cost, and fee is caused in part by the act, omission, or negligence of the Indemnified Parties, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's Agents under any Workers' Compensation Act, Disability Benefit Act, or Employee Benefit Acts. The obligation to defend, hold harmless, and indemnify shall survive the expiration and/or termination of this Agreement. Nothing in this Section 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. Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Indemnified Parties and agrees not to make any claim or demand for such damages against the Indemnified Parties.

#### 14. INVESTIGATIONS BY CONTRACTOR:

Contractor acknowledges and agrees that it has made such investigations as it deems necessary to perform the Work, including, but not limited to, 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 Work under the Contract 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 the Contract, nor will be accepted as a basis for any claims whatsoever for extra compensation. Further, Contractor expressly acknowledges that Owner makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the 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 OWNER. Contractor accepts use of the site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the site to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

#### 15. LIMITATION ON OWNER'S LIABILITY:

Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the 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 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 Work. Contractor further agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against Owner, Architect, and other Indemnified Parties and agrees not to make any claim or demand for such damages against Owner, Architect, and/or other Indemnified Parties.

16. CHANGE ORDERS:

Where proposed changes to the Work involve a modification to (a) the Contract Sum; (b) the Completion Date, or (b) material changes in the Work (*i.e.*, other than minor field changes), a written Change Order shall be prepared by Architect. 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 Owner 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 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.

17. PAYMENTS TO CONTRACTOR:

Contractor shall submit attached to each request for payment, Partial Waivers of Lien, or if the work is completed, Final Waivers of Lien, on forms approved as acceptable, covering all work performed by him since the receipt of a previous payment, and in addition, shall submit a like waiver of lien from each subcontractor or dealer (which waiver shall be either a final or a partial) showing an amount corresponding to that indicated on the Affidavit as being paid by Contractor to the Subcontractor or Dealer. Contractor must include material waivers for any material not certifiable from the Contractor's own inventory. These waivers must be for the current payment requested and NOT FOR PREVIOUS PAYMENT.

A. Application for Payment

(1) Each Contractor's application for payment shall be made monthly, or as the work progresses and submitted on AIA Document G702 and G703 and must provide the following information:

- (a) The total contract price.
- (b) The total value of all work performed to date of application.
- (c) Percentage and amount to be retained by the Owner.
- (d) Payments received to date of application.
- (e) Amounts being requested.

(2) Each application from the Contractor shall show the breakdown of the contract price and the total value of work performed to date of the application against each item.

B. Partial Payments

(1) In making partial (monthly) payments, there shall be retained ten percent (10%) of the Contractor's estimated amount of completed work until final completion and acceptance of all work covered by the Contract provided, however, that the Architect may at any time after fifty percent (50%) of the work has been completed, if he finds that performance is being met and with written consent of Surety, recommend that any of the remaining partial payments be paid in full.

(2) Payments for work under Subcontractors of the Contractor shall be subject to the above conditions applying to the Contractor.

(3) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, by this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made, or the restoration of any damaged or improperly placed work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

C. Final Payments

(1) Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as evidenced by final waivers of lien of the Contractors and his Subcontractors and material suppliers, the payment of all pending claims against the Contractor by other Contractors or labor and material suppliers, and upon the submission by the Contractor of his final application for payment and affidavit that all obligations have been discharged, the Architect shall issue a final certificate for payment to the Owner as to the compensation earned by the Contractor, including compensation for extra work, if any.

(2) Within thirty (30) days after the submission of the final certificate for payment, the Owner shall pay the Contractor the amount stated therein, less all prior payments, backcharges and advances whatsoever to or for the account of the Contractor.

(3) Unless otherwise agreed to in writing by the Owner and the Architect, the date of issuance of the Architect's final certificate for payment shall be the effective date for the commencement of the guarantees for the Contractor's work and his Subcontractor's work.

18. NO WAIVER OF OWNER'S LEGAL RIGHTS:

Owner shall not be precluded or stopped by the measurement, estimate, or certificate made either before or after the final completion, acceptance of the Work and/or payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Owner shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the surety such damages as it may sustain by reason of Contractor's failure to comply with the terms of the Contract. Neither the acceptance of Owner, or any representative of Owner, nor any

payment for or acceptance of the whole or any part of the work nor any extension of time, nor any possession taken by Owner, shall operate as a waiver of any portion of the Contract, or of any power herein reserved or any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

**19. CONTRACTOR'S PERFORMANCE OF WORK:**

The Contractor shall not withhold performance of, and shall prosecute, any work required by the Owner under the Contract during the claim or dispute resolution period, including judicial resolution. The Contractor shall prosecute all of its work, including any disputed work, with the same diligence and effort as if no dispute existed. Neither the Architect's written determination, nor the actions of the Contractor or the Owner in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the claim or dispute, or a waiver of any rights under the Contract.

**20. EVENTS OF DEFAULT & TERMINATION:**

A. The Contractor's failure to perform any of its obligations under the Contract, including, but not limited to, the following, are events of default:

1. Failure to begin the Work at the time specified.
2. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the completion of Work or any part of the Work within the time specified by the Contract.
3. Failure to perform in accordance with the Contract.
4. Failure to remove materials or repair or replace work that was rejected as defective or unsuitable.
5. Discontinuance of the Work for any reason for a period exceeding seven (7) days.
6. Insolvency or bankruptcy of the Contractor.
7. Failure to pay Subcontractors or material suppliers when due as required hereby.
8. Failure to carry on any work in a manner acceptable to Owner.
9. Failure to observe federal, state or local laws, ordinances, rules, or regulations or any safety and security requirements.
10. Failure to comply with any term of the Contract that states such failure to comply shall constitute a default, or failure to comply with any term of the Contract in any material respect.
11. Failure to achieve substantial completion, final completion, or any other milestone date by the date specified in the Contract Documents.

B. After the occurrence of an event of default, Owner, in its sole discretion, may send the Contractor notice ("Notice of Default") under either Subsection B.1 or B.2 below.

1. After the occurrence of an event of default, Owner, in its sole discretion, notify the Contractor in writing that the Contract is terminated. Owner's decision and declaration of default shall be final and effective immediately. Written notification of the default and termination of the contract shall be provided to the Contractor by Owner.
2. After the occurrence of an event of default, Owner may give the Contractor notice in writing of conditions constituting the event of default. If Owner

gives notice as described in the preceding sentence, the contractor must cure the event of default within ten (10) days of receipt of such notice. If the Contractor has not cured the event of default set out in the notice within the ten (10) day cure period, Owner may declare that the contract is terminated. Owner's declaration of termination shall be final and effective immediately. Owner shall provide written notification of notice to cure and termination for default to the Contractor. The failure of Owner to default the Contractor's surety within ten (10) days does not waive the Owner's right to terminate pursuant to Section B.I above.

C. After the occurrence of an event of default, Owner may invoke any or all of the following remedies as well as any other remedies provided in the Contract or otherwise allowed at law or in equity:

1. Owner has a right to money damages, including but not limited to all expert witness or other consultant fees, court costs, and reasonable attorney's fees which Owner may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.
2. Failure of the Contractor, for any reason, to achieve substantial completion, final completion, or any milestone date may additionally result in the incurrence by Owner of other damages ("other damages"), including, without limitation, other actual and consequential damages as allowed by governing Illinois law. Such other damages may include, but are not limited to, the following: (a) additional construction and/or architectural costs; (b) additional supervision costs; (c) additional inspection costs; (d) loss of revenue; (e) breaches of other contracts or commitments by Owner; and (f) damages due to defective workmanship and/or materials. Nothing in the Contract shall be construed as limiting the right of Owner to recover from the Contractor any and all other damages due (or to become due) for improper performance hereunder.
3. Owner may recover any and all damages by deducting the amount thereof out of any moneys due or that may become due to the Contractor, and if said moneys are insufficient to cover all damages, then the Contractor or the surety shall pay all amounts due.
4. Owner may exercise a right of set-off against any payments due or to become due to the Contractor. In the event of termination, all costs and changes incurred by Owner, together with the cost of completing the Work, shall be deducted from any moneys due or which may become due to the Contractor. In case the expense so incurred by Owner shall be less than the Contract Sum would have been payable under the Contract (if it had been completed by the Contractor and had not been forfeited by the Contractor), then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed, or any prior assignment filed with it. In case the expense incurred by Owner shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to Owner the amount of such excess.



5. Owner may exercise the right to take over and complete the Work or any part thereof, either directly or through others. Owner may use the Contractor's subcontractor(s), materials and equipment to complete any such work as indicated herein. Upon Owner's notification to the Contractor that it intends to invoke this remedy, any or all rights the Contractor may have in or under its subcontracts shall be reassigned to Owner. The sole obligation accepted by Owner under such subcontract(s) shall be to pay for work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute, or cause to be executed, any assignment, agreement, or other document which may be necessary, in the sole opinion of the Owner, to evidence or effect compliance with this provision. The contractor shall promptly deliver such documents upon Owner's request. In the case of any subcontract so assigned and accepted by Owner, the Contractor shall remain liable to the subcontractor for any payment already invoiced to and paid by Owner, and for any claim, suit, or cause of action based on or the result of any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of contract by the Contractor, its officers, employees, agents, and other subcontractors, arising prior to the date of assignment to Owner, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor shall notify its Subcontractor(s) of these requirements.
6. Owner may exercise the right to terminate the Contract as to any or all of the Work yet to be performed.
7. Owner may exercise the right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.
8. Owner may deem the Contractor non-responsible in future contracts to be awarded by Owner.

D. The remedies under the terms of the Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

E. In the event Owner terminates the Contractor for cause pursuant to Subsection C.1 or C.2 above, and it is subsequently determined by the arbitrator or a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subsection H below, and the conditions of Subsection H shall apply.

F. To declare the Contractor in default is within the sole discretion of Owner and neither that decision nor the factual basis for it is subject to review or challenge under the Contract.

H. Owner reserves the right, solely for its convenience, to terminate the Work of the Contractor by written notice, stating the effective date of such termination.

1. Immediately upon receipt of such notice, the Contractor shall then provide similar written notice to the affected Subcontractor(s); whereupon such Contractor and Subcontractor(s) shall, except for services necessary for the orderly termination of the Work, (a) stop all work and place no further order or subcontracts for materials, services, equipment or supplies; (b) assign to Owner, in the manner and to the extent directed, all of the rights of the Contractor under purchase orders, subcontracts or sub-subcontracts relating to the portion of the work that has been completed; (c) terminate purchase orders and subcontracts outstanding to the extent that they relate to the work and are not assigned to Owner; (d) take any action necessary to protect property in the Contractor's possession in which Owner has or may acquire an interest; and (e) take any other action toward termination of the work which Owner may direct.
2. In the event that all or a portion of the Work of the Contractor is terminated pursuant to this Subsection H, the Contractor shall be entitled to payment of the costs relating to the completed portion of the Work as hereinafter defined. Owner shall pay to the Contractor, subject to the limitations herein set forth, the sum of the following costs that represent the interest of the Contractor in the completed portion of the Work:
  - a. The portion of the Contract amount related to the work completed by the Contractor immediately prior to notice of termination, less the payments previously made.
  - b. Expenses incurred for which the Contractor becomes liable as the result of the Contractor's termination of those purchase orders or subcontracts the Contractor must terminate as a result of the notice of termination.
  - c. No payment shall be made for work not actually performed. Owner will make deductions for any amounts previously paid to the Contractor and for any amounts that may be due Owner, or which Owner may offset or withhold by the terms hereof.
  - d. The total amount of all payments to the Contractor shall not exceed, in any event, the amount represented by the proportion of the work actually performed (including materials delivered to the project site minus credits for returned goods or canceled orders) by the date of termination as related to the entire work to be performed hereunder. Any payment to the Contractor under this paragraph shall be made in accordance with the Contract Documents.
3. After receipt of a notice of termination for convenience, the Contractor shall submit to Owner its written termination claim in the form of and with the supporting documentation that Owner may require, such as invoices, certified payrolls, receipts and other proof of expenditures. Such claims shall be submitted promptly, but in no event more than ninety (90) days after the effective date of termination. Failure to submit a claim within ninety (90) days after the effective date of termination shall constitute a waiver of the claim.

**21. LAYOUT AND CHECKING:**

Establish and levels as required. Contractor shall be responsible for correct layout for all trades.

**22. INSTALLATION:**

Contractor shall install all materials and equipment according to any and all applicable manufacturer's instructions. Contractor represents and warrants that it is an authorized contractor/installer of all equipment furnished hereunder and that the performance of the 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 Work.

**23. SHOP DRAWINGS / MATERIAL SELECTIONS**

A. Contractor shall deliver to Architect, in quadruplicate (4), copies of detailed shop drawings and/or substantiating data for items as specified.

B. Contractor agrees that Shop Drawings Submittals reviewed by Architect are not Change Orders. Purpose of Shop Drawing Submittals by Contractor is to demonstrate to Architect that Contractor understands design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication methods and finishes he intends to use.

C. Contractor further agrees that if omissions, deviations, discrepancies, or conflicts between Shop Drawing Submittals and the Contract Documents are discovered either prior to or after Shop Drawing Submittals are reviewed, the Design Drawings and Specifications shall control and shall be met.

D. Review and acceptance by Owner or Architect of shop drawings submitted does not relieve Contractor of compliance with Contract Documents should such material or equipment installed not fully comply with the intent of plans and specifications. Means and methods of attachment or installation, necessary accessories, proper connections for electrical, piping and ductwork, and the like for complete and acceptable installation, are to be provided whether indicated on submittals or not.

E. Shop Drawings Submittals are to bear evidence that they have been reviewed and corrected as required by Contractor for compliance to specifications, layout, clearances, etc. Any submittals not bearing such evidence, will not be reviewed by Architect and will be returned.

F. Items submitted for review will be reviewed and approved/disapproved within seven (7) calendar days after receipt of same.

**24. LINES, LEVELS AND BUILDING STAKEOUT:**

A. Contractor shall be solely responsible for execution of work to lines, levels and locations as shown in the Contract Documents.

## 25. OPENINGS, SLEEVES, CUTTING, PATCHING:

A. Unless specifically states otherwise on plans or elsewhere in the Contract Documents, contractors shall be responsible for proper openings, sleeves, etc. required in walls, floors, roofs, etc. No contractor is to assume that such openings or sleeves will be furnished and/or installed by others, except as follows:

- (1) Sleeves for all penetrations of walls, floors, roofs, etc. are to be provided by Contractor whose work is to be installed in or pass through said sleeves.
- (2) Openings in masonry walls will be provided by Masonry Contractor only if shown on Architectural Drawings and if Masonry Contractor is advised of the actual size and location of the openings by contractor utilizing said opening. Each contractor is to be responsible for advising Masonry Contractor as to accurate size and locations prior to commencement of masonry work. Failure to do so will require each contractor to pay for any and all work involved in masonry removal, cutting and patching, lintel, etc. to provide the proper opening in an accepted manner of first-class workmanship condition.
- (3) Provide sleeves for all penetrations of floors and walls having 1-hour fire-rating or more such as, but not limited to:
  - a. Corridor and party walls.
  - b. Walls and floors of shafts or chases for plumbing, conduit, ductwork, etc.
  - c. Penetrations through extended soffits openly connected to shafts.
  - d. Attic or above ceiling fire-rated separations.
  - e. Walls of stairwells.
  - f. Extended walls of fire or smoke doors in corridors.
  - g. Elsewhere as noted on plans or as required.
  - h. Size sleeves for minimum clearance (approximately 1/4 in. or less) surrounding the duct, piping, conduit, cable, etc. passing through sleeve. Each contractor is to pack open peripheries or open areas of sleeves with non-combustible filler acceptable for the fire-rating of the wall, floor or roof penetrated.

(5) Openings in non-rated walls need not be sleeved, but where such are located in finished rooms exposed to view, each contractor to provide tight fitting escutcheon plate of acceptable trim, neatly fitted to surface and fully covering openings.

(6) Cutting, Patching: Each contractor to do necessary cutting and patching for his work in first-class workmanshiplike manner and be responsible for any damage to adjacent finished surfaces or materials.

## 26. INTERIOR MEASUREMENTS, LAYOUTS:

Interior measured layouts of walls, partitions, ceilings, etc. are responsibility of Contractor who is to have such layouts checked with measurements shown on drawings prior to commencement of the Work. Any errors, discrepancies or conflicts of dimensions or measurements are to be brought to Owner or Architect's attention and resolved prior to start of

any work, rough-in, or placement of other trades. Contractor to advise and inform all Subcontractor(s) and trades of any revised layout dimensioning. Each contractor will then conform to such revised or corrected layout without additional cost to the Owner.

**27. MATERIAL SUBSTITUTIONS:**

A. Where two or more materials or products are listed in the specifications as being of "acceptable products", or "acceptable manufacturers", it will be assumed that one of such listed materials or products will be provided. No substitutions will be considered unless:

- (1) Requests for substitutions are submitted for review by Architect at least seven (7) calendar days prior to bid submittal date and such substitutions are given acceptance in a Addenda issued prior to bid opening date. Requests for substitutions must be accompanied by full and complete data of material or product proposed indicating equality or superiority in all respects to specified items.
- (2) Substitution of materials or products after date of Contract for Construction will not be considered unless:
  - a. The item is no longer manufactured, produced; or,
  - b. Time of delivery will adversely affect conditions schedule or completion of schedule of project.

Proof of a. or b. must be delivered with such requests within sixty (60) days of date of Contract. Undue delays on part of Contractor in placing orders will not be accepted toward consideration of substitutions. Such submittals are also to be submitted with complete labor and material cost data comparable to specified products. No increase to the Contract Sum will be allowed for such substitutions.

B. Where materials or products are specified on basis of design criteria, performance, code conformance, standard or governmental specifications, testing authorities, and the like, the submittal of proposed materials are to include proof of compliance with all such specified requirements. Submittals not indicating proof of compliance to specified requirements will be rejected.

C. Where only one product or manufacturer is specified, no substitutions will be allowed.

D. The decision of Owner or Architect with regard to acceptance or rejection of material or product submittals and substitutions shall be final.

E. Any and all changes required in other elements of the work because of requirements of accepted submittals or substitutions of materials or products are to be included in the Contract Sum.

F. Any warranties, guarantees or bonds specified for materials or products shall also apply to, and be submitted for, any accepted substitutions.

G. Any revisions to space areas, by reason of accepted material or products requirements for arrangement, rough-openings, clearance, connections, size, heights, etc. are to

be incorporated into the Work at no additional cost to Owner. Contractor providing any project or material requiring such space revisions is to notify Owner and Architect of such revisions prior to layout of enclosures for same and resolve all problems in connection therewith.

**28. REPAIR WORK:**

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

**29. GUARANTEE, BONDS:**

A. Contractor shall deliver written guarantees, bonds and maintenance manuals specified to Owner. Such guarantees, bonds and manuals to be delivered before final inspection. Period covered by bonds and guarantees to commence with date of acceptance.

B. The date of acceptance shall be considered to begin upon substantial completion of the project as determined by certificate of occupancy or final payment.

**30. DRAWINGS AND SPECIFICATIONS:**

The Owner will provide drawings and specifications needed for obtaining permits and use during the construction phase.

**31. PREVAILING WAGES:**

All laborers and mechanics employed by Contractor and by any Subcontractor(s) on the Work, Repair 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., (hereinafter, the "Act") (hereinafter "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 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 the Contract 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 Owner. 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 Work and for ensuring strict compliance with the

requirements of the above mentioned Acts, including, but not limited to, providing certified payrolls to Owner in accordance with said applicable laws.

**32. 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.

**33. 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 Owner 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 the Contract or any portion thereof, it will determine the availability, in accordance with the Illinois Department of Human Rights' (hereinafter, 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 the Contract, 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.

#### 34. ILLINOIS FREEDOM OF INFORMATION ACT:

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner 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 Owner under the Freedom of Information Act so that the Owner 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 Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner 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 Owner harmless, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

#### 35. ASSURANCES:

A. Contractor represents and warrants that, by executing the Contract, 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 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.

B. Contractor specifically state and assure that:

- (i) Contractor and any and all subcontractor(s) have legal authority to submit the proposal and to execute the Contract with Owner.
- (ii) Contractor and any and all subcontractor(s) are authorized and consent on behalf of Owner, Architect, and himself/herself to accept the jurisdiction of the United States District Court, Northern District of Illinois, Eastern



Division, for the purpose of enforcement of the requirements of such Federal statutes, rules, and regulations. Further, any provision to the Contract not subject to Federal law shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce the Contract shall take place in the Circuit Court of Cook County, Illinois.

- (iii) To the best of their knowledge and belief:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor and any and all Subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (c) Contractor shall require that the language of this certification is included in contracts for all sub-awards with any and all Subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

**36. NO WAIVER OF PRIVILEGES OR IMMUNITIES:**

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Owner or the Indemnified Parties, or any of them, as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

**37. SEVERABILITY:**

If any clause, phrase, provision or portion of the Contract 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 the Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

**38. GOVERNING LAW; VENUE:**

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

**39. NO THIRD PARTY RIGHTS:**

The Contract is entered into solely for the benefit of Owner and Contractor, 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 the Contract, or to acknowledge, establish, or impose any legal duty or obligation to any third party.

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT:  
(name, address)

CHANGE ORDER NUMBER:

DATE:

TO CONTRACTOR:  
(name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

The Contract is changed as follows:

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was ..... \$  
 Net change by previously authorized Change Orders ..... \$  
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was ..... \$  
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)  
 (unchanged) by this Change Order in the amount of ..... \$  
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be .. \$

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is .

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

_____ ARCHITECT	_____ CONTRACTOR	_____ OWNER
_____ Address	_____ Address	_____ Address
_____ BY	_____ BY	_____ BY
_____ DATE	_____ DATE	_____ DATE

# INSTRUCTION SHEET

## FOR AIA DOCUMENT G701, CHANGE ORDER

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### A. GENERAL INFORMATION

#### 1. Purpose

This document is intended for use in implementing changes in the Work agreed to by the Owner, Architect and Contractor. Execution of a completed G701 form indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

#### 2. Related Documents

This document was prepared for use under the terms of AIA general conditions first published in 1987, including AIA Document A201, General Conditions of the Contract for Construction, and the general conditions contained in AIA Documents A107 and A117.

#### 3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

#### 4. Limited License for Reproduction

AIA Document G701 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The G701 document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce them.

A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G701, but only for use in connection with a particular Project.

### B. CHANGES FROM THE PREVIOUS EDITION

Unlike the previous edition, the 1987 edition of AIA Document G701 requires the signatures of the Owner, Architect *and* Contractor for validity. Changes to be made over the Contractor's objection (with disputed terms to be settled afterwards) should be effected through the use of AIA Document G714, Construction Change Directive.

### C. COMPLETING THE G701 FORM

#### 1. Description of Change in the Contract

Insert a detailed description of the change to be made in the Contract by this Change Order, including any Drawings, Specifications, documents or other supporting data to clarify the scope of the change.

#### 2. Determination of Costs

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) the original Contract Sum or Guaranteed Maximum Price;
- b) the net change by previously authorized Change Orders (note that this does not include changes authorized by Construction Change Directive unless such a change was subsequently agreed to by the Contractor and recorded as a Change Order);
- c) the Contract Sum or Guaranteed Maximum Price prior to this Change Order;
- d) the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and
- e) the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

#### 3. Change in Contract Time

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) the amount in days of the increase or decrease, if any, in the Contract Time; and
- b) the date of Substantial Completion, including any adjustment effected by this Change Order.

### D. EXECUTION OF THE DOCUMENT

When the Owner, Architect and Contractor have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each of whom retains an original.

TO (OWNER): PROJECT: APPLICATION NO: Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): VIA (ARCHITECT): PERIOD TO:  
 ARCHITECT'S PROJECT NO: ARCHITECT'S PROJECT NO:  
 CONTRACT DATE: CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$
2. Net change by Change Orders ..... \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$
4. TOTAL COMPLETED & STORED TO DATE ..... \$  
 (Column G on G703)
5. RETAINAGE:  
 a. \_\_\_\_ % of Completed Work \$  
 (Column D + E on G703)  
 b. \_\_\_\_ % of Stored Material \$  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$
6. TOTAL EARNED LESS RETAINAGE ..... \$  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$
8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

AMOUNT CERTIFIED ..... \$  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on Reverse Side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER  
APPLICATION DATE  
PERIOD TO  
ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

# INSTRUCTION SHEET

AIA DOCUMENTS G702a/G703a

## A. GENERAL INFORMATION:

AIA Document G702, *Application and Certificate for Payment*, is to be used in conjunction with AIA Document G703, *Continuation Sheet*. These documents are designed to be used on a project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A901, *General Conditions of the Contract for Construction*, 1976 Edition.

## B. COMPLETING THE G702 FORM:

After the Contractor has completed AIA Document G703, *Continuation Sheet*, summary information should be transferred to AIA Document G702, *Application and Certificate for Payment*.

The Contractor should sign the form, have it notarized and submit it, together with G703, to the Architect.

The Architect should review it and, if it is acceptable, complete the Architect's Certificate for Payment on this form. The completed form should be forwarded to the Owner.

## C. COMPLETING THE G703 FORM:

**Heading:** Complete the information here consistent with similar information on AIA Document G702, *Application and Certificate for Payment*.

**Columns A, B & C:** These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the project.

**Column D:** Enter in this column the amount of completed Work covered by the previous application. This is the sum of columns D and E from the previous application. Values from column E (Materials Presently Stored) from prior payments should not be entered in this column.

**Column E:** Enter here the value of Work completed until the time of this application, including the value of materials incorporated in the project which were listed on the previous Application and Certificate for Payment under Materials Presently Stored (column E).

**Column F:** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column *must* be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column F (Work Completed This Period).

**Column G:** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H:** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I:** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders:** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

## D. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, *Application and Certificate for Payment*. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on this form.

**J. MICHAEL DE LAPP & ASSOCIATES, ARCHITECT**  
266 W. Lake Shore Drive  
Barrington, Illinois

EXHIBIT A

**FORM OF PROPOSAL**

Submitted by: MC BUILDING, INC.

Date: 10/16/19

TO: Ms Lisa Moran, Clerk  
Palatine Township  
721 S. Quentin Road  
Palatine, Illinois 60067

RE: Interior Alterations - General Assistance Offices

The undersigned having carefully examined the Site and Contract Documents consisting of the following:

PROJECT MANUAL AND SPECIFICATIONS  
DRAWINGS  
ADDENDUM (if published)

All as prepared by J. Michael De Lapp, Architect which Contract Documents form a component of this proposal, and having examined the site and conditions affecting the work, proposes to furnish all labor and materials required for the Complete Work as follows:

In accordance with Drawings and Specifications for **Complete Work** as follows:

**BASE PROPOSAL:** In accordance with Drawings and Specifications for **Complete Work** including all divisions of work as indicated, shown on the Drawings dated: August 26, 2019.

**BASE BID:**

**FOR THE COMPLETE WORK AS INDICATED ON PLANS & SPECIFICATION:**

FOR THE SUM OF: \_\_\_\_\_

FIFTY SIX THOUSAND NINE HUNDRED (\$ 56,950.  
FIFTY DOLLARS

**CONTRACTOR SUGGESTED DEDUCTIONS**

The following additional deductions can be obtained by revisions or modifications in plans or specifications as outlined:

<u>Item</u>	<u>Deduction</u>
_____	\$ _____
_____	\$ _____



**ADDENDA**

The following Addenda to the Specifications ( if any ) are hereby acknowledged, and are included in this Proposal as submitted:

Addendum No. NA Date Received \_\_\_\_\_

The Contractor agrees to complete the Project (substantial completion or acceptance of occupancy) in **no more than 22 calendar days from the date "Notice to Proceed" is received by the Contractor.**

The Owner reserves the right to accept or reject any or all of the above proposals.

The undersigned will execute a Contract for the above stated compensation within **TEN (10) days** after receipt of written notice of award of such Contract, and will furnish an acceptable Performance Bond

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

DATE: 10/16/19, 2019

MC BUILDING, INC.  
(Name of Bidder)

By: Philip M...

Title: PRESIDENT

OFFICIAL ADDRESS:

7023 GRANT ST.  
DARIEU IL 60561



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond # 12687

### CONTRACTOR:

(Name, legal status and address)

M C Building, Inc

7023 Grant Street

Darien, IL 60531

### OWNER:

(Name, legal status and address)

Palatine Township

721 S Quentin Road

Palatine, IL 60067

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

621 Maple Avenue

Keene, NH 03431

### Mailing Address for Notices

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

**BOND AMOUNT:** Ten Percent (10%) of Amount Bid in Dollars

### PROJECT:

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

Interior Alterations

721 S Quentin Road, Palatine, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety 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 15th day of October, 2018.

M C Building, Inc

(Print Name)

*Philip M...*  
(Signature)

(Title)

The Ohio Casualty Insurance Company

(Print Name)

*Peter R. Johnson*  
(Signature)

Peter R. Johnson, Attorney in Fact

(Witness)

(Witness)

Principal: MC Building, Inc

POWER OF ATTORNEY

Agency Name: State of Washington Utilities LLC

THE OHIO CASUALTY INSURANCE COMPANY

Obligee: Palatine Township

Agent Code: 120960

Bond Number:

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation presently is the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint Peter R. Johnson, Ohio Johnson of South Barrington, Illinois (posting and lawful agents and attorneys-in-fact) to take, execute, sign and deliver to and on behalf as surety and to bind and hold any and all BONDS, UNDERWRITINGS and RECOGNIZANCES, including, however, any contract or undertaking guaranteeing the payment of bonds and other obligations

And the execution of such bonds or underwriting or guarantee of these instruments, shall be in and upon such original instruments as may be necessary, to all intents and purposes, as if they had been duly executed and acknowledged by the said company, its duly authorized officers and company officers, and the said officers or company officers personally and lawfully granted thereunder, and the said president and officers, hereby certify that the above named attorney-in-fact,

IN WITNESS WHEREOF, the undersigned acting on behalf of The Ohio Casualty Insurance Company, has hereunto subscribed his name and affixed his corporate Seal at Seattle, Washington, this 1st day of December, 2012.



STATE OF WASHINGTON  
COUNTY OF KING

Gregory W. Davenport, Assistant Secretary

On this 1st day of December, 2012 before me the subscriber, a Notary Public of the State of Washington, residing in the County of King, duly commissioned and qualified, Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to be personally interviewed by the undersigned officer, present, and who executed the preceding instrument, and he acknowledged the execution of the same, and then, in the presence of the undersigned officer, and so affirming to the officer of said company, who stated that "he" is qualified to the preceding instrument with corporate Seal or Seal of signature, and that his signature as officer, were duly entered and subscribed to the said instrument, by the authority and direction of the said corporation.

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



Notary Public in and for the County of King, State of Washington  
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

**ARTICLE IV - Officers - Section 12 - Power of Attorney**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary, to act in behalf of the Corporation to make, execute, sign, seal, acknowledge and deliver as surety, any and all underwritings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, or under the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signatory and execution of any such instrument, and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and directed by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, or at the option of the President or of the officer or officers granting such power or authority.

This certificate and the above powers of attorney may be signed by the undersigned officers of the said company, as authorized and by authority of the following copy of the By-Laws of The Ohio Casualty Insurance Company, Article IV, Section 12, of February 2011:

VOIDED that the duplicate or mechanically reproduced signature of any of said officers of the company, which copy appearing upon a certified copy of any power of attorney issued by the company, may be taken with intent to defraud upon the company, with the same force and effect as though manually affixed.

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 10th day of October, 2012.



David M. Carey, Assistant Secretary

**NON-COLLUSION AFFIDAVIT**

State of ILLINOIS

County of DUPALE

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is PHILIP MOSER  
( 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)

Philip Moser  
Signature of Bidder  
( if Bidder is a Corporation)

Scribed and sworn to before me this Ann Moser

16th of Oct day of 1, 2019

My Commission expires \_\_\_\_\_  
 OFFICIAL SEAL  
ANN MOSER  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires July 25, 2020

**NOTICE TO ALL BIDDERS**

The following certification shall be executed and submitted with the Bid Documents. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being rejected.

Project: INTERIOR ALTERNATIONS

Location: PALATINE IL

**CERTIFICATION - CONTRACTOR NOT BARRED FROM BIDDING**

"The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating."

IN TESTIMONY WHEREOF, the said BIDDERS have caused this instrument to be signed this 16 day of OCTOBER 2019.

(If a corporation)

Attest:

Corporate Name: MC BUILDING, INC.

By Philip Moser

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

(Corporate Seal)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

Partners doing business under the firm name of:

\_\_\_\_\_

(If an individual)

\_\_\_\_\_  
(seal)

STATE OF ILLINOIS

County of DUPAGE

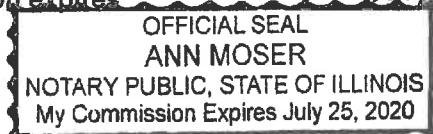
I, Ann Moser, a Notary Public in and for the State do hereby certify that PHILIP MOSER

(Insert names of Individual signing on behalf of BIDDERS)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of Oct, ~~2018~~ 2019

My Commission expires Ann Moser



Notary Public

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

I, PHILIP MOSER, 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.

MC BUILDING, INC  
Print Name of Bidder/Company

  
Signature of Authorized Officer

PHILIP MOSER  
Printed Name of Signatory

PRESIDENT  
Title of Signatory

10/16/19  
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.

MC BUILDING, INC  
Print Name of Bidder/Company

Philip Maser  
Signature of Authorized Officer

PHILIP MASER  
Printed Name of Signatory

PRESIDENT  
Title of Signatory

10/16/19  
Date

**SEXUAL HARASSMENT POLICY CERTIFICATION**

The undersigned hereby certifies that MC BUILDING, INC. (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.

MC BUILDING, INC.  
Print Name of Bidder/Company

*Philip Moser*  
Signature of Authorized Officer

PHILIP MOSER  
Printed Name of Signatory

PRESIDENT  
Title of Signatory

10/16/19  
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.

MC BUILDING, INC  
Print Name of Bidder/Company

Philip Maser  
Signature of Authorized Officer

PHILIP MASER  
Printed Name of Signatory

PRESIDENT  
Title of Signatory

10/16/19  
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 or 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 10 day of OCTOBER 2019 by:

Firm Name: ML BUILDING, INC

By: Philip M...

Title: PRESIDENT