

Request for Proposals

Township of Palatine – Floodplain Property
(296 Briarwood Lane) Demolition

**Unincorporated Cook County
Palatine Township**

721 South Quentin Rd., Suite 101
Palatine, IL 60067

Phone: (847) 358-6700

Website: www.palatinetownship-il.gov



Date: April 26, 2024

ISSUED FOR BID

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Township of Palatine – Floodplain Property (296 Briarwood Lane) Demolition

Palatine, IL 60067

Unincorporated Cook County, Palatine Township
721 South Quentin Rd., Suite 101
Palatine, IL 60067
847-358-6700

DATE: April 26, 2024

NOTICE TO ALL CONTRACTORS

The complete Project Manual for this Project consists of this one volume, which must not be separated for any reason. The Owner disclaims any responsibility for any assumptions made by the Contractor who does not receive a complete set of Contract Documents, including the Project Manual and all sections listed within its Table of Contents.

Palatine Township – Staff

Ms. Anna Chychula
Township Administrator
achychula@palatinetownship-il.gov
(847) 358-6700

Mr. Andy-John Kalkounos
Township Supervisor
aj@palatinetownship-il.gov
(847) 358-6700

Civil Engineer

Caldwell Engineering, LTD.
1316 N. Madison Street
Woodstock, IL 60098
(815) 502-5504

Engineering Contact:

Thomas Stewart
toms@caldwellengineering.com
(815) 502-5504

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SECTION 00020

NOTICE TO BIDDERS

Notice is hereby given that the Unincorporated Cook County, Palatine Township will receive sealed bids at 721 South Quentin Road, Suite 101, Palatine, IL 60067, for work including the demolition of the single-family home located at 296 Briarwood Lane, in Palatine, IL. All prospective Bidders are encouraged to attend a non-mandatory Pre-Bid Conference on May 6, 2024, at 11:00 AM.

Sealed bids will be accepted until 3:00 PM on May 14, 2024. The contract will be issued within (45) days of the Board Meeting of the Palatine Township Board of Directors on May 20, 2024 at 7:00 PM.

The general prevailing rate of wages in the locality shall be paid by the successful Bidder and all subcontractors for each craft or type of work or mechanic needed to execute the contract or perform the work. All contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The project includes demolition and conversion to open space of the residence located at 296 Briarwood Lane, in Palatine, IL. The scope of the project includes all demolition and utility disconnection permits and attachments including gas, cable, telephone, electricity, and sanitary sewer. Substantial completion of the Work must be performed (90) days after the Notice to Proceed provided by the Palatine Township Board. Final completion of the Work must be performed (21) days after Substantial completion of work.

All bidding questions shall be directed to Thomas Stewart of Caldwell Engineering by email at Bids@PalatineTownship-il.gov. No questions shall be taken after May 7, 2024 at 5:00 PM.

The Owner encourages minority business firms to submit bids for the performance of the Work and the successful Bidder to utilize minority businesses as subcontractors and suppliers for labor, equipment, and services and construction.

All bids must be accompanied by a bid security, consisting of a Bid Bond, Cashier's Check, or Certified Check made payable to the Palatine Township in the amount of ten percent (10%) of the proposal, as guarantee that if the Bidder's base proposal is accepted, a contract will be entered into. Each Bidder shall also provide a completed Bidder Qualification form, including three (3) references of clients for which similar work was performed, listing the name, address and telephone number of the client, a description of the previous work, and the construction cost.

Palatine Township reserves the right to reject any or all bids, to waive technicalities, and to accept such bid as Palatine Township determines in its sole discretion to be the responsible bid, considering quality, serviceability, conformity with specifications and terms of delivery.

BY ORDER OF:

Palatine Township Board,

Unincorporated Cook County Palatine Township

END OF SECTION 00020

SECTION 00100

INSTRUCTION TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Owner: Township of Palatine.
- 1.2 Township Supervisor: The Supervisor for the Township of Palatine or his representative.
- 1.3 Bid: A complete and properly signed proposal to do Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 Bidding Documents: The Bidding Documents include the Advertisement or Notice to Bidders, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents,4 including any Addenda issued prior to receipt of bids.
- 1.5 Bidder: A person or entity who submits a Bid on the designated item(s) or project.
- 1.6 Base Bid: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.7 Alternate Bid (Alternate): An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.8 Addenda: Written or graphic instruments issued by the Owner prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.9 Deduct: An amount stated in the Bid to be deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.10 Contractor: The party whose Bid is accepted by the Owner and who enters into the contract for the performance of the Work covered by these specifications, and his or their representative, or authorized agents.
- 1.11 Contract: The entire agreement between the Contractor and Owner which supersedes any prior negotiations, representation or agreement, either written or oral.
- 1.12 Contract Documents: The Contract Documents proposed for the Work consist of all documents listed in the Agreement Between Owner and Contractor (Section 00401), the General Provisions of the Contract (Section 00700), the Demolition Plans, all Addenda issued prior to and all Modifications issued after execution of the Contract, and any other documents listed in the Contract.
- 1.13 Modification: A written amendment to the contract signed by both parties, a Change Order, a Construction Change Directive, or any other written directive to change the work.
- 1.14 Work: The construction services outlined and defined in the Contract Documents.
- 1.15 Demolition Plans: The Contract Documents, including but not limited to site plans, demolition specifications, sections, details and diagrams.

- 1.16 Owner's Requirements: The Owner's Requirements supplement, add to or revise the Demolition Plans. In case of conflict with any part or parts of the Demolition Plans, the Owner's Requirements shall take precedence and govern.
- 1.17 Contract Sum: The total amount payable by the Owner to the Contractor for performance of the Work.
- 1.18 Change Order: A written document, signed by all parties, indicating the Contract on a change in the Work, the amount of adjustment to the Contract Sum and the extent or the adjustment to the Contract Time.
- 1.19 Engineer: The individual, firm, company or corporation acting as the Township Engineer.
- 1.20 Subcontractor: Any individual, firm, company or corporation who is awarded a portion of the Contract by the Contractors.
- 1.21 Sub-subcontractor: Any individual, firm, company or corporation who is awarded a portion of the Contract by a Subcontractor.

All definitions set forth in the Instructions to Bidders are applicable to the Bidding Documents and Contract Documents.

ARTICLE 2 **BIDDER'S REPRESENTATIONS**

- 2.1 Each Bidder by making his Bid represents that:
- 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- 2.1.2 The Bidder bidding the work shall be actively engaged in work of the nature of the projects described and have qualified personnel and necessary machines to do the work.
- 2.1.3 The Bidder has visited the site (site visit is recommended but non-mandatory), has familiarized himself with the local conditions under which the Work is to be performed and all other conditions affecting the Work, and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.1.4 The Bidder has examined and is familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, or to visit the site and become acquainted with conditions there existing shall in no way relieve any Bidder from any obligation with respect to this bid. By submitting a bid, the Bidder agrees and warrants that the site and the Contract Documents have been examined and where the Contract Documents require in any part of the Work a given result to be produced, the Contract Documents are adequate and the required result can be produced under the Contract Documents.
- 2.1.5 The Bidder's Bid is based upon the materials, systems and equipment required by or inferred from requirements of the Bidding Documents without exception.
- 2.1.6 No additional claims for compensation will be considered by the Owner due to unknown conditions, other than those specified in the Contract Documents or required by law.
- 2.1.7 The Owner reserves the right to add, delete or modify as it deems fit, the locations and amounts of work to be done.

- 2.1.8 If a Bidder's Proposal is accepted, the Bidder will be responsible for all errors in its Proposal resulting from its failure or neglect to comply with these instructions. The Owner will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.
- 2.1.9 The Owner and its agents assume no responsibility whatever in respect to the sufficiency or accuracy of this information and there is no guarantee, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the Work, or that unanticipated situations may not occur.
- 2.1.10 Submission of a bid will be considered presumptive evidence that the Bidder has visited and examined the site and is conversant with local facilities and difficulties, the requirements of the Bidding Documents and of pertinent State or Local Codes, the state of Labor and Material Markets, and has made due allowance in his bid for all contingencies. The Bidder shall include in its bid all costs of labor, material, equipment, allowances, fees, permits, guarantees, bonds, applicable taxes, insurance and contingencies, with overhead and profit necessary to produce a complete project, or to complete those portions of the work covered by the Contract Documents on which the proposal is made, including all trades, without further cost to the Owner. The Bidder shall obtain all permits, arrange for all inspections, and pay all fees and costs incurred.
- 2.1.11 No compensation will be allowed by reason of any difficulties that the Bidder could have discovered or known prior to bidding through the exercise of reasonable diligence.

ARTICLE 3
BIDDING PROCEDURES

3.1 FORM AND STYLE OF BIDS

- 3.1.1 Bids shall be submitted in duplicate (2) only on forms provided in the Bidding Documents. Bids on any other form or not completed will be rejected.
- 3.1.2 Filled-in blanks on the Bid Form shall be typewritten or printed manually in ink.
- 3.1.3 The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it appears, in the opinion of Palatine Township, that the words rather than the figures are in error.
- 3.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
- 3.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.
- 3.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

3.2 BID SECURITY

- 3.2.1 Each bid shall be accompanied by a guarantee in the form of a 10% Bid Bond, Cashier's Check, or Certified Check made payable to: Palatine Township. The bid bond or certified check will be returned to all unsuccessful Bidders within ten (10) days after the bids are opened except the two (2) Bidders, who will receive their bonds or checks after the final decision has been made concerning the award of a contract by the Palatine Township Board.

3.2.2 The Bidder agrees that the proceeds of such bid security shall become the property of Palatine Township if the Bidder, within sixty days (60) days after the official bid opening date, withdraws his bid, or if the Bidder, within twenty (20) days after notification of award of contract, refuses or is unable to execute a tendered Contract and provide a Performance Bond and a Labor and Material Payment Bond or a Certificate of Insurance, thus constituting a default. In the event of such default, Palatine Township Board may either award the Contract to the next responsible Bidder or re-advertise for bids.

3.3 QUALIFICATION OF BIDDERS

3.3.1 Each Bidder shall furnish with his Proposal a completed "Contractor Qualifications" form (Section 00315), as included within the Project Manual.

3.3.2 The completed Contractor Qualifications form (Section 00315) shall include three (3) references of clients for which similar work was performed, listing the name, address and telephone number of the client, a description of the previous work, and the construction cost.

3.4 SUBMISSION OF BIDS

3.5.4 Bid proposals shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to The Palatine Township, Township Supervisor, 721 South Quentin Road, Palatine, IL 60067, and shall be identified with the Project name ("Sealed Bid for FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION"), the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

3.4.2 Bids shall be received at the Palatine Township office no later than 3:00 PM on May 14, 2024.

3.4.3 Each proposal shall contain the following:

- .1 BID FORM: Section 00300
- .2 BID BOND: Section 00310
- .3 BIDDER QUALIFICATIONS: Section 00315
- .4 SEXUAL HARASSMENT POLICY CERTIFICATION: Section 00320
- .5 DRUG FREE WORKPLACE CERTIFICATION: Section 00325
- .6 DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT: Section 00338
- .7 LEGAL COMPLIANCE AND INSURANCE AGREEMENT: Section 00339
- .8 PREVAILING WAGE CERTIFICATION: Section 00340
- .9 PREVAILING WAGE RATE: Section 00341
- .10 VOLUNTARY ALTERNATES LISTING: Section 00365

3.4.4 Bids shall be received by the Owner prior to the time and date for receipt of Bids indicated in the Notice to Bidders or Instructions to Bidders, or any extension thereof made by Addendum. **BIDS RECEIVED AFTER THE TIME AND DATE FOR RECEIPT OF BIDS WILL BE RETURNED UNOPENED AND WILL NOT BE CONSIDERED.**

3.4.5 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

3.4.6 **Oral, telephone, telefax, e-mailed or telegraphic Bids are invalid and will not receive consideration.**

3.5 MODIFICATION OR WITHDRAWAL OF BID

3.5.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

- 3.5.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Owner receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- 3.5.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 3.5.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 4 CONSIDERATION OF BIDS

4.1 OPENING OF BIDS

- 4.1.1 The properly identified Bids received on time will be opened privately on May 14, 2024 at 3:00 PM.

4.2 REJECTION OF BIDS

- 4.2.1 The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security, or by other document required by the Bidding Documents, or to reject a Bid which is in any way non-responsive, incomplete, or irregular, or to waive any informalities or irregularities in bidding.

4.3 BID AWARD

- 4.3.1 A meeting of the Palatine Township Board will be held at the Palatine Township Administrative Offices on May 20, 2024 at 7:00 PM. At this meeting it is the intention of the Board to award a contract to the responsible Bidder. Upon acceptance of a bid by the Palatine Township Board to the responsible Bidder, it is the intention of the Board that a notice of award will be issued within (45) days. No bid shall be withdrawn for a period of sixty (60) calendar days after the opening of bids without the consent of the Palatine Township Board and all bids shall remain open and subject to acceptance during such period or until actual award of bid, or sooner.
- 4.3.2 Upon acceptance of the notice of award by the selected Bidder, contractor(s) will enter into and execute a contract ("Agreement") with the Owner for construction of the improvements consistent with the bid and information contained herein.
- 4.3.3 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- 4.3.4 If less than three sealed bids are received, Palatine Township reserves the right to extend the bid opening date by two weeks and to contact vendors to solicit additional bids. Bidders submitting sealed bids by the original bid opening date will be given the option of resubmitting a sealed bid.

4.4 SIGNING OF AGREEMENT

- 4.4.1 When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and insurance certificates. Within ten days thereafter, the Owner shall deliver one full signed counterpart to the Contractor. Each counterpart is to be accompanied by a complete set of the Drawings and appropriate identification.

ARTICLE 5
POST BID INFORMATION

5.1 SUBMITTALS

- 5.1.1 The Bidder shall, within seven (7) days of notification of conditional selection for the award of a Contract for the Work, submit the following information to the Owner. Failure to submit any of the following items within the time limit will result in disqualification of the Bid as incomplete:
- 5.1.1.1 A designation of the Work to be performed by the Bidder with his own force;
 - 5.1.1.2 The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work.
 - 5.1.1.3 A complete List of Bidder's Labor Force to be employed on this Contract, including their construction specialties.
 - 5.1.1.4 The Name of the Full Time Superintendent assigned to this Contract to represent the Contractor.
 - 5.1.1.5 A List of All Subcontractors to be employed for this contract.
 - 5.1.1.6 A list of all Material Suppliers with addresses, telephone numbers and contact names.
 - 5.1.1.7 A progress schedule showing controlling pay items which agrees with all dates and locations mandated by this Contract.
- 5.1.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

5.2 PREVAILING WAGE REQUIREMENT

- 5.2.1 The general prevailing rate of wages as found by Owner or determined by the Illinois Department of Labor or a court on review and as from time to time in effect during the performance of the work in the locality in which the work is to be performed for each craft or type of workman or mechanic needed to execute the contract will be paid by the successful Bidder and all subcontractors to such laborers and such Bidder and all subcontractors shall adhere to all Federal laws and laws of the state, and to all local ordinances and regulations applicable to the work hereunder and having the force of law (See Section 00341). The Bidder must accompany its bid with the Prevailing Wage Certification (See Section 00340).
- 5.2.2 See the General Provisions of the Contract Documents (Section 00700, Article 3) for further requirements of the Prevailing Wage Act.

5.3 FAIR EMPLOYMENT PRACTICES

- 5.3.1 In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any civil rights violation as defined in Section 2-102 of the Human Rights Act, as amended, be committed by the Contractor, his subcontractors, suppliers of materials or services to the Contractor or his subcontractors, or any labor organizations furnishing skilled or unskilled labor to the Contractor or his subcontractors.

5.4 SECURITY PERFORMANCE BOND REQUIREMENTS AND INSURANCE

5.4.1 The successful Bidder will be required to furnish and pay for a Security Performance Bond and Payment Bond in the form of Surety or Letter of Credit for one hundred (100%) of the contract sum. All contractor's bonds shall meet the requirements put forth in the General Provisions of the Contract Documents (Section 00700, Article 9.6) and shall include such provisions as to guarantee the faithful performance of the prevailing wage clause contained in the Contract.

5.4.2 The successful Bidder will maintain commercial general liability insurance, continuing completed operations liability insurance, and auto liability insurance, each with a limit of not less than \$1,000,000 each occurrence, in addition to the Owner's liability insurance. The successful Bidder's insurance shall meet the requirements put forth in Articles 9.1 through 9.5 of the General Provisions of the Contract Documents (Section 00700). The successful Bidder will also be required to furnish a Certificate of Insurance and a fully executed Legal Compliance and Insurance Agreement per Section 00339.

5.5 EXECUTION OF CONTRACT

5.5.1 The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract, Performance and Payment Bonds and Proof of Insurance to the Owner within fifteen (15) calendar days after Notice of Award has been received by them from the Owner.

5.6 FAILURE TO EXECUTE CONTRACT

5.6.1 Failure by the Bidder to furnish the Owner with an executed Contract, Performance and Payment Bonds and Proof of Insurance within the fifteen (15) calendar days specified shall be just cause for annulment of the award, or of the Contract if executed. In the event of annulment of the award or executed Contract, it is understood by the Bidder that the full amount of the bid guaranty shall become the property of the Owner and shall be retained by the Owner, not as a penalty, but as liquidated damages.

5.7 RETURN OF BID GUARANTY

5.7.1 The bid security of the successful Bidder will be retained until the Owner has accepted the Contractor's executed Contract, Performance and Payment Bonds, Proof of Insurance, and executed Legal Compliance and Insurance Agreement, and executed the Contract.

ARTICLE 6

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

6.1 FORM TO BE USED

6.1.1 Unless otherwise required, the Agreement for the Work will be as identified in the Project Manual (Section 00401), subject to review and revisions by the Owner's attorney.

END OF SECTION 00100

SECTION 00130

PRE-BID CONFERENCE/SITE VISIT

All prospective Bidders are encouraged to attend a non-mandatory Pre-Bid Conference and Site Visit.

Date: May 6, 2024

Time: 11:00 AM

Place: Palatine Township Administrative Offices
721 South Quentin Rd., Suite 101
Palatine, IL 60067

The purpose of the meeting is to discuss bidding procedures, bid documents, and any other aspect of the project that may be appropriate.

The Project Site shall be available for inspection during the Pre-Bid Conference and Site Visit.

Clarifications of the Contract Documents resulting from question being raised at the Pre-Bid Conference shall be made by an Addendum which shall be issued to all prospective Bidders following the meeting.

Submission of a bid will be considered presumptive evidence that a bidder has visited and is conversant with the construction site, the Bid Documents, pertinent federal, state, and/or local laws, and current labor and material markets, and has made allowance for all contingencies. No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work, as a result of the failure to make necessary investigations will be accepted as an excuse for any failure or omission on the part of a bidder to fulfill in every detail all of the requirements of the Bid Documents, nor will be accepted as a basis for any claims whatsoever, for extra compensation. Payments will not be made for unauthorized extra work that can be avoided by examining the Bid Documents and the project site.

END OF SECTION 00130

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SECTION 00300

CONSTRUCTION BID FORM

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

THIS BID IS SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

BID FROM:

(Hereinafter call "Bidder")

(Address)

(Telephone Number)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in substantially the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the date of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Name and Date)

- b. Bidder has visited the site and become familiar and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding documents with respect to subsurface conditions or Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate in any aspect to the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents. Bidder acknowledges that quantities are for guide only and not a part of the Contract Documents.
- e. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage or any other Bidder or over the Owner.
- i. (Any other representation required by Laws and Regulations.)

4. Bidder will complete the Work in accordance with the EXHIBIT-A for the following price(s):

TOTAL BASE BID PRICE:

_____ (\$ _____)
 (Figures)

5. SCHEDULE

The following schedule shall be adhered to:

Contract Documents Available:	April 30, 2024
Pre-Bid Meeting:	May 6, 2024
Bid Opening Review:	May 14, 2024
Intended Board Approval:	May 20, 2024
Notice to Proceed:	May 24, 2024
Start Construction:	No later than (45) Days after Notice to Proceed
Substantial Completion:	(90) Days from Notice to Proceed
Final Completion:	(21) Days from Substantial Completion

6. PREVAILING WAGE REQUIREMENTS

- A. The general prevailing rate of wages as found by Owner or determined by the Illinois Department of Labor or a court on review and as from time to time in effect during the performance of the work in the locality in which the work is to be performed for each craft or type of workman or mechanic needed to execute the contract will be paid by the Contractor and all subcontractors to such laborers and such Bidder and all subcontractors shall adhere to all Federal laws and laws of the state, and to all local ordinances and regulations applicable to the work hereunder and having the force of law.
- B. As required by the Prevailing Wage Act, the Contractor and each of its subcontractors shall make and keep, for a period of not less than three years, true and accurate records of the name, address and telephone number when available, social security number and occupation of all laborers, workers, and mechanics employed by them in connection with the Work. These records that show the actual hourly wages paid in each pay period to each employee and the hours worked each day in each work week, including the starting and ending times of work, for each employee.
- C. It will be the responsibility of the contractor to submit certified payrolls, when applicable, (as referenced in the Prevailing Wage Act) with their invoice/payment request to the Owner.
- D. The Owner will not be responsible for evaluating the accuracy or completeness of any submitted payroll. Nor is the Owner responsible for determining whether a contractor is subject to the Prevailing Wage Act when certified payrolls are not received from the contractor.

7. The following documents are attached to and made a condition of this Bid.

- A. Required Bid security in the form of a Bid Bond.
- B. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- C. All documents as required in the "Instructions to Bidders".

8. Communications concerning this Bid shall be addressed to:

- o The Bidder at the address indicated above.
- o The following:

(Communications Contact Name)

(Address)

9. Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED on _____

State Contractor License No. _____

If Bidder is:

An Individual

By _____ (SEAL)
(Print Name) (Signature)

doing business as _____

Business Address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Print Name) (Signature)

doing business as _____

Business Address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

State of Incorporation: _____

By: _____ (SEAL)
(Printed Name of Person Authorized to Sign)

(Signature) (Title)

(CORPORATE SEAL)

Business Address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____ (SEAL)
(Print Name) (Signature)

Address: _____

By: _____ (SEAL)

Address: _____

Phone Number and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

NOTE: Mark outside of sealed envelope: “Sealed Bid for Palatine Township”

END OF SECTION 00300

SECTION 00310

BID BOND

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

CONTRACTOR INFORMATION:

(Company Name)

(Address)

(Phone Number)

SURETY (Name and Address of Principal Place of Business):

(Name)

(Address)

(Phone Number)

OWNER (Name and Address):

Palatine Township
721 South Quentin Road, Suite 101
Palatine, IL 60067
(847) 358-6700

BID:

BID DUE DATE: May 14, 2024, 3:00 PM

PROJECT: PALATINE TOWNSHIP – FLOODPLAIN PROPERTY (296 Briarwood Lane)
DEMOLITION

The project includes demolition of the existing single-family home and conversion to open space of the property located at 296 Briarwood Lane, Palatine, IL 60067 including disconnection and removal of all supporting utilities excluding the water well.

BOND:

BOND NUMBER: _____
DATE: (Not later than Bid Due Date): _____
PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the items printed on the following page hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Bidder’s Name and Corporate Seal) (SEAL)

(Surety’s Name and Corporate Seal) (SEAL)

By: _____
(Signature and Title)

By: _____
(Signature and Title)
(Attach Power of Attorney)

Attest: _____
(Signature and Title)

Attest: _____
(Signature and Title)

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder’s bid and Bidder delivers within the time required by the

Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract documents, or

- 3.2 All bids are rejected by Owner, or
- 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective

addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provisions of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

END OF SECTION 00310

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SECTION 00315
BIDDER QUALIFICATIONS

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

BIDDER INFORMATION:

(Bidder Name)

(Address)

(Phone Number)

The undersigned Bidder provides the following information to the Owner and certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

BIDDER GENERAL INFORMATION:

Federal ID Number: _____ or SSN: _____

Percent of Work Done by Contractor: _____ Number of Permanent Employees: _____

Number of Years in Business: _____

Geographical Limits of Operation: _____

If you have done business under a different name, please give name and location:

Has Bidder ever failed to complete a project or defaulted on a contract? If so, state where and why:

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration of license numbers, if applicable:

Please list three references of clients for which similar work was performed:

1. _____
(Name) (Address) (City, State, Zip Code)

(Telephone Number)

(Description and Cost of Previous Work)

2. _____
(Name) (Address) (City, State, Zip Code)

(Telephone Number)

(Description and Cost of Previous Work)

3. _____
(Name) (Address) (City, State, Zip Code)

(Telephone Number)

(Description and Cost of Previous Work)

For Corporations Only:

Federal ID Number: _____

Name of States in Which Incorporated: _____

Dates of Incorporation: _____

(President's Name)

(Vice-President's Name)

(Secretary's Name)

(Treasurer's Name)

If not incorporated in Illinois, attach Certificate of Authority to do business in Illinois.

Certificate Number: _____ Date: _____

For Partnerships Only:

Date of Organization: _____

Type of Partnership: Δ General Δ Limited Δ Association

Names and Addresses of all Partners: (use additional sheets if necessary)

- 1. _____
 (Name) (Address) (City, State, Zip Code)
- 2. _____
 (Name) (Address) (City, State, Zip Code)

For Individuals Only:

Date of Organization: _____

Names and Address of Owner:

- 1. _____
 (Name) (Address) (City, State, Zip Code)

For all other Forms of Organization:

Describe organization and name the principals: _____

If Bidder is:

An Individual

By: _____ _____ (SEAL)
 (Print Name) (Signature)

doing business as: _____

Business Address: _____

Phone No.: _____

A Partnership

By: _____ _____ (SEAL)
 (Print Name) (Signature)

doing business as: _____
 (Firm Name)

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (SEAL)
(Corporation Name)

State of Incorporation: _____

By: _____ (SEAL)
(Printed Name of Person Authorized to Sign)

(Signature) (Title)

(Corporate Seal)

Business Address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By: _____ (SEAL)
(Print Name) (Signature)

Address: _____

By: _____ (SEAL)

Address: _____

Phone Number and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

SUBMITTED on _____

State Contractor License No. _____

Subscribed and sworn to before me
this _____ day of

_____. (SEAL)

-Notary Public -

END OF SECTION 0031

SECTION 00320

SEXUAL HARASSMENT POLICY CERTIFICATION

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

CONTRACTOR INFORMATION:

(Company Name)

(Address)

(Phone Number)

I, _____, having been first duly sworn on oath, do depose and state
(Name of Individual)
that I presently reside at _____, and that I am the duly
(Address)
authorized principal, officer, or agent of _____,
(Name of Contractor)
and do hereby certify to the Palatine Township, its Board members, Administrators, and
employees that a written Sexual Harassment Policy which complies with the provisions of 775 ILCS 5/2-105(a)4 has been
adopted by _____ and said policy is currently in full force and effect.
(Name of Contractor)

SUBMITTED on _____

(Title)

(Signature - Individually and on behalf of Contractor)

Subscribed and sworn to before me
this _____ day of
_____.

(SEAL)

-Notary Public -
My commission expires: _____

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

**SEXUAL HARASSMENT POLICY
CERTIFICATION**

END OF SECTION 00320

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SECTION 00325

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

CONTRACTOR INFORMATION:

(Company Name)

(Address)

(Phone Number)

I, _____, having been first duly sworn on oath, do depose and state
(Name of Individual)
that I presently reside at _____, and that I am the duly
(Address)
authorized principal, officer, or agent of _____,
(Name of Contractor)
and do hereby certify to the Palatine Township, its Board members, Administrators, and employees that the Bidder
acknowledges its obligations under the Illinois Drug-Free Workplace Act and certifies it will provide a drug-free
workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Bidder's workplace;
 - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - c) Notifying employees that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of this statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace
 - b) The contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION **DRUG-FREE WORKPLACE CERTIFICATION**

- d) The penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the Owner within 10 days after receiving notice under part (b) of paragraph (c) of subsection (1) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
- 6) Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 3 of the Illinois Drug Free Workplace Act.

SUBMITTED on _____

(Title)

(Signature – Individually and on behalf of Contractor)

Subscribed and sworn to before me
this _____ day of

_____.

(SEAL)

-Notary Public-

My commission expires: _____

END OF SECTION 00325

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SECTION 00338

DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

CONTRACTOR INFORMATION:

(Company Name)

(Address)

(Phone Number)

I, _____, having been first duly sworn on oath, do depose and state
(Name of Individual)
that I presently reside at _____, and that I am the duly
(Address)
authorized principal, officer or agent of _____,
(Company Name)
and do hereby certify to the Palatine Township, its Board members, Administrators, and
employees that, in consideration of the award of the Contract and to the fullest extent permitted by law,

_____ (company name) agrees to defend, indemnify,
(Company Name)
and hold harmless the Palatine Township, and each of their respective Board members, directors, officers, employees,
and the project consulting Engineer (collectively all of the foregoing entities and persons are referred to as the
“Indemnitees”) against and from and against any and all claims, lawsuits, actions, causes of action, demands, injuries,
deaths, damages, losses, penalties, fines, obligations, liabilities, judgments, liens, lien rights, expenses, costs, and fees,
including, but not limited to, attorneys’ fees and expenses, court costs, settlement judgments, prejudgment interest, and
post-judgment interest (collectively, “Claims”), which arise out of or in any way relate to the following: (a) Contractor’s

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

**DEFENSE, INDEMNITY AND
HOLD HARMLESS AGREEMENT**

performance of, or failure to perform, the Services, the Additional Services, or any part thereof; (b) the actual or alleged acts, errors, or omissions of the Contractor or its officials, officers, employees, volunteers, agents, representatives, contractors or subcontractors of any tier, successors, or assigns, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable (collectively, "Contractor's Agents"); (c) Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement, including, but not limited to, infringement of any patent, trademark, or copyright, or violation of any law, ordinance, order or decree; except to the extent it has been finally adjudicated by a court of competent jurisdiction, evidenced by a final non-appealable order, that the Claim was caused by the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify, defend, or hold harmless which would otherwise exist as to any party or person under this Agreement.

In the event an Indemnified Party is subject to any Claim, Contractor shall, at its sole cost and expense, appear, defend, and pay any and all judgment, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses and court costs, arising therefrom or incurred in connection therewith. The obligations in this paragraph are binding on the Contractor without regard to whether or not such Claim is alleged to have been caused in whole or in part by the act, omission, or negligence of any Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel in connection with such Claim, without relieving Contractor of its obligations under this Agreement. Contractor shall also assume the investigation, defense, and expense of all such Claims, or, in the event that an Indemnified Parties assumed the investigation or defense of any Claim, Contractor shall indemnify such Indemnified Parties for all related costs as they are incurred. Any settlement must be made only with the prior written consent of an Indemnified Party if the settlement requires any action on the part of that Indemnified Party.

The indemnification and defense obligations in this Agreement shall not be limited by any insurance protection required of Contractor herein or otherwise provided by Contractor. To the extent permitted by law, the Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Claims, including any Claim by any employee of Contractor, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision, such as *Kotecki v. Cyclops*

Welding Corporation, 146 Ill. 2d 155 (1991). Township, however, does not waive any limits it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code, any other statute, or any judicial decision. Nothing in this Agreement shall be construed to represent an express and/or implied waiver of any common law or statutory privileges, immunities, protections, or defenses granted or otherwise available to Township as to any liability whatsoever, and all such privileges and immunities are expressly reserved. The indemnification and defense obligations in this Agreement shall survive the expiration and/or termination of this Agreement.

SUBMITTED on _____
(Date)

(Title)

(Signature – Individually and on behalf of Contractor)

Subscribed and sworn to before me
this _____ day of

_____.

(SEAL)

-Notary Public-

My commission expires: _____

END OF SECTION 00338

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SECTION 00339

LEGAL COMPLIANCE AND INSURANCE AGREEMENT

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

CONTRACTOR INFORMATION:

(Company Name)

(Address)

(Phone Number)

THIS AGREEMENT is entered into by and between _____, hereinafter referred to as "Contractor", and the Palatine Township, located at 721 South Quentin Rd., Suite 101, Palatine, IL 60067, hereinafter referred to as the "Owner."

WHEREAS, the Contractor may be performing work ("Work") under one or more contracts with the District, entered into or to be entered into from time to time, which Work will be performed on and/or off premises of the Owner and said Contractor may have subcontractors and/or one or more employees engaged in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and intrastate and Interstate Commerce Commission regulations, worker's compensation laws, prevailing wage laws, and Social Security Act of the federal government and any of its titles, the Illinois Department of Human Rights, the Illinois Human Rights Commission, or Equal Employment Opportunity Commission statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the Owner, its public officials, employees, volunteers, and agents, the Palatine Township, and Caldwell Engineering, Ltd. against any and all claims, loss, judgments, liabilities, actions, damages, injuries, and expenses, including, but not limited to, attorney's fees, incurred by reason of any lawsuit or claim for compensation arising in favor of any person,

including, but not limited to the employees, officers, or independent contractors or subcontractors of the Contractor or Owner, on account of personal injuries or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of the Work by the Contractor or any of its subcontractors, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner or by premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Owner.

3. To keep in force, to the satisfaction of the Owner, at all times during the performance of the Work referred to above, Liability Insurance in adherence to the requirements set forth in the General Provisions of the Contract Documents (Section 00700, Articles 9.1 through 9.5) and to those required by the State of Illinois.

Prior to Work commencing, the Contractor shall furnish certificates of insurance for the insurance coverage required herein, naming the Owner, its public officials, employees, volunteers, and agents as additional insureds and providing that such policies may not be canceled or amended without 30 days prior written notice having been given to the Owner as well as Caldwell Engineering, Ltd.

4. To furnish any affidavit or certificate, in connection with the Work to which this agreement pertains, as provided by law.
5. To indemnify the Owner, its public officials, employees, volunteers, and agents, Caldwell Engineering, Ltd. - Civil Engineers for any loss the Contractor may sustain by reason of theft or other cause of the acts or negligence of the employees of the Contractor or of its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or his/its employees, representatives or subcontractors are in no manner employees of the Owner. The Contractor and any party employed by the Contractor are independent contractors.

This Agreement shall be effective upon acceptance by Owner of any bid from Contractor and shall continue unless and until mutually terminated in writing by an instrument in writing signed by both Contractor and Owner.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this _____ day of _____.

FIRST PARTY, Contractor

(Signature – Individually and on behalf of Contractor)

By: Its _____
(Title)

SECOND PARTY, Palatine Township

(Signature – Individually and on behalf of Contractor)

By: Its _____
(Title)

END OF SECTION 00339

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SECTION 00340
PREVAILING WAGE CERTIFICATION

PROJECT IDENTIFICATION: FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

SUBMITTED TO: TOWNSHIP ADMINISTRATOR
PALATINE TOWNSHIP
721 SOUTH QUENTIN RD., SUITE 101
PALATINE, IL 60067

CONTRACTOR INFORMATION:

(Company Name)

(Address)

(Phone Number)

I, _____, having been first duly sworn on oath, do depose and state
(Name of Individual)
that I presently reside at _____, and that I am the duly
(Address)
authorized principal, officer, or agent of _____,
(Name of Contractor)
and do hereby certify to the Palatine Township, its Board members, Administrators, and employees that the general
prevailing rate of wages as found by Owner or determined by the Illinois Department of Labor or a court on review
and as from time to time in effect during the performance of the work in the locality in which the work is to be
performed for each craft or type of workman or mechanic needed to execute the contract will be paid by the

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION

**PREVAILING WAGE
CERTIFICATION**

contractor to such laborers and such contractor shall adhere to all Federal laws and laws of the state, and to all local ordinances and regulations applicable to the work hereunder and having the force of law.

I hereby certify that I will comply with the aforementioned prevailing wage clause.

SUBMITTED on _____
(Date)

(Title)

(Signature – Individually and on behalf of Contractor)

Subscribed and sworn to before me
this _____ day of

-Notary Public-

(SEAL)

My commission expires: _____

END OF SECTION 00340

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SECTION 00341

PREVAILING WAGE RATES

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act).

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

END OF SECTION 00341

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SECTION 00365

VOLUNTARY ALTERNATES LISTING

The following Tabulation of Voluntary Alternates shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. Voluntary Alternates shall not be used in determination of the Low Bid.
- B. Voluntary Alternates (and Bid Alternates) costs are not to be included in the Total Base Bid Amount on the Bid Form.
- C. The Base Bid (and Bid Alternates) include only those products and techniques specified in the Bidding Documents. The Bidder may provide below a list of voluntary alternate products and techniques, which can be furnished on this project, with the difference in price being added to or deducted from the Base Bid or Alternate Bids.
- D. Bidder understands that acceptance of any Voluntary Alternates is at the option of the Owner. Approval or rejection of any voluntary alternates listed below will be indicated prior to executing the Contract.
- E. "Or Equal" Substitutions are not a part of this section and are specified elsewhere in the Project Manual.

Contractor awards will be made in accord with the Bidding Requirements. Only the successful Bidder's Voluntary Alternates List will be evaluated.

Manufacturer's Name and Product or Technique	Add/Deduct

(Attach additional sheets as required)

END OF SECTION 00365

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION	VOLUNTARY ALTERNATES LISTING
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SECTION 00401

AGREEMENT

**BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

I. WORK

- A. The Contractor shall complete all Work as specified or indicated in the Contract Documents. Please reference the General Provisions contained in Section 00700. The Work is generally described as follows:

Demolition of the single-family home and conversion to open space of the property located at 296 Briarwood Lane, in Palatine, IL including disconnection and removal of all utilities excluding the water well.

II. CONTRACT TIMES

- A. The Work shall be completed and ready for final payment on **Month Day, 2024**. Work shall be substantially completed by **TBD**.

III. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Owner and the Contractor concerning the Work, consist of the following:

- A. Contract (Not contained in this bid binder packet. To be provided on or before the pre-bid meeting on **May 6, 2024** to all entities having requested a bid packet.)
- B. Instructions to Bidders (Pages 1 to 7, inclusive).
- C. General Provisions (Section 00700).
- D. Performance, Payment, other bonds, and insurance identified in the Construction Performance Bond (Section 00410), the Construction Payment Bond (Section 00420), and Article 9.0 of the General Provisions (Section 00700).
- E. Contractor's Bid (Pages ___ to ___, inclusive).
- F. Sexual Harassment Certification – Section 00320.
- G. Defense, Indemnity, and Hold Harmless Agreement – Section 00338.
- H. Legal Compliance and Insurance Agreement – Section 00339.
- I. Drug-Free Workplace Certification – Section 00325.

- J. Prevailing Wage Certification – Section 00340.
- K. Voluntary Alternates Listing – Section 00365 (if applicable).

There are no Contract Documents other than those listed above in this No. III. The Contract documents may only be amended, modified or supplemented by mutual agreement between the Owner and the Contractor.

END OF SECTION 00401

SECTION 00410

SECURITY PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: Palatine Township
721 South Quentin Rd., Suite 101
Palatine, IL 60067

CONSTRUCTION CONTRACT

Date:
Amount:
Description (*Name and Location*):

BOND

Date (*Not earlier than Construction Contract Date*):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, including the prevailing wage clause therein, the Surety and the Contractor shall have no obligation under this Bond, except to

- participate in conferences as provided in Subparagraph 3.1
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION SECURITY PERFORMANCE BOND

Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

- 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the

Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons, therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the

location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be constructed as a statutory bond and not as a common law bond.

12. DEFINITIONS.

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor for any amounts received, or to be received by the Owner in settlement of insurance or other claims for damages for which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
- 13. Surety hereby guarantees the faithful performance of the Prevailing Wage Clause contained in the Construction Contract.

END OF SECTION 00410

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SECTION 00420

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: Palatine Township
721 South Quentin Rd., Suite 101
Palatine, IL 60067

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

Date (*Not earlier than Construction Contract Date*):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION CONSTRUCTION PAYMENT BOND

and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice of the Surety (at the address described in Paragraph 12) and sent a copy or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

FLOODPLAIN PROPERTY (296 Briarwood Lane) DEMOLITION CONSTRUCTION PAYMENT BOND

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions under this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
14. DEFINITIONS.
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
15. Surety hereby guarantees the faithful performance of the Prevailing Wage Clause contained in the Construction Contract.

END OF SECTION 00420

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SECTION 00700

GENERAL PROVISIONS

ARTICLE 1
TERMS AND INTENTS

1.1 DEFINITION OF TERMS

1.1.1 All definitions set forth in the Instructions to Bidders (Section 00100) are applicable to the General Provisions.

1.2 INTENT OF THE CONTRACT DOCUMENTS

1.2.1 It is intended that the Contract Documents include all items necessary for proper execution and successful completion of the Work by the Contractor. The performance of the Contractor shall be consistent with the Contract Documents and shall produce the intended results.

1.2.2 Execution of the Contract by the Contractor is a representation by the Contractor that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable the Contractor to construct the Work, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, the Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Contract. The Contractor further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions affecting the same. The Contractor specifically represents and warrants to the Owner that prior to the submission of its bid it has:

1.2.2.1 Thoroughly examined the location of the work to be performed, is familiar with location conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location;

1.2.2.2 Examined the nature, location and character of the general area in which the Project is located, including without limitation, its climactic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and

1.2.2.3 Examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

1.3 SCOPE OF WORK

1.3.1 Any alternations or modifications of the work herein specified shall be made only by written agreement between the Contractor and the Owner and shall be made prior to commencement of any such alternations or modifications. No claims for any extra work or materials will be allowed unless covered by written agreement.

1.4 SPECIAL INSTRUCTIONS

- 1.4.1 The Contractor will be allowed to schedule his normal work at any time authorized by the governing ordinance of the municipality in which the project is located. Work during other hours will be allowed only on an emergency basis and as authorized by the Owner. The Contractor will be allowed to commence immediately upon execution of the Contract documents and issuance of all pertinent permits.

END OF ARTICLE 1

ARTICLE 2 **OWNER**

2.1 GENERAL

- 2.1.1 The Owner is the Palatine Township. The Owner shall designate a representative(s) who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner and Owner's Representative are interchangeable in these documents.
- 2.1.2 The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations for the site. Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. The Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
- 2.1.3 The Contractor will be furnished, free of charge, all returned bidding copies of the drawings and project manual. He will be furnished as many additional copies as he may require, at the cost of reproduction.

2.2 OWNER'S RIGHTS TO STOP AND CARRY OUT THE WORK

- 2.2.1 If the Contractor fails to correct Work which is not acceptable or in accordance with the Contract Documents, the Owner may give a written notice to correct the Work, or commence correction of the Work within seven days.
- 2.2.2 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven days, the Owner may issue a second written notification that the work must be commenced or corrected within three days. If the Contractor fails to commence or correct deficiencies within the three-day period, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such a case, a Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for additional professional services, testing, engineering, accounting, consulting services or attorneys' fees and expenses after failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
- 2.2.3 The rights and remedies of Owner stated in this Article 2 shall be additional to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

END OF ARTICLE 2

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Contract. The term “Contractor” refers to the Contractor or the Contractor’s authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall study and compare the Contract Documents relative to the Work and shall take field measurements of the existing conditions related to the Work and shall observe any conditions at the site affecting it.

3.2.1.1 The exactness of grades, elevations, dimensions, or locations given in any drawing or of work installed by other Contractors is not guaranteed by the Owner.

3.2.1.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor’s failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by it without additional cost to the Owner.

3.2.2 The Contractor shall report any errors or omissions promptly to the Owner in writing.

3.2.3 If the Contractor fails to make such inspections as indicated in 3.2.1 and 3.2.2, any cost to remedy these deficiencies shall be the responsibility of the Contractor.

3.2.4 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, television, irrigation, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise the work and shall have control over construction means, methods, techniques, schedules and procedures.

3.3.2 The Contractor shall be responsible for errors and omissions of its employees, Subcontractors and other persons performing portions of the Work on behalf of the Contractor.

3.3.3 The Contractor shall inspect the Work regularly to determine if completed portions are in proper condition for subsequent work.

- 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. The Contractor shall coordinate its Work, including, without limitation, deliveries, storage, installations, and construction utilities, with that of all others on the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall, prior to installation, meet with all others involved to plan the most effective method of installation.
- 3.3.5 The Contractor shall notify the Owner of any and all deliveries of materials to the project site at least 48 (forty-eight) hours prior to such deliveries. All materials to be used for the project shall be clearly marked and may be delivered to and stored in the areas at the job site as designated by the Owner. Materials shall be stored in such a manner as not to interfere with the normal movement of pedestrian and vehicular traffic. The Owner assumes no liability for providing storage areas for materials.
- 3.3.6 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.
- 3.3.7 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures and protect them from damage. The Contractor shall repair or pay for all damage caused by this operation to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor shall be paid by the Contractor.
- 3.3.8 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner after all lines are staked out and before foundation Work is started, where applicable.

3.4 PROJECT MEETINGS

- 3.4.1 The Owner's Representative shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than fifteen (15) days after execution of the Contract and prior to commencement of construction activities. The Owner's Representative shall conduct the meeting to review responsibilities and personnel assignments. The Owner, Owner's Representative and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work. The attendees shall discuss items of significance that could affect progress including the construction schedule, work sequencing, use of the premises, equipment deliveries, working hours, security, housekeeping, and safety procedures. A record of the meeting shall be distributed promptly to everyone concerned.
- 3.4.2 The Contractor shall schedule a pre-installation conference at the site before each construction activity that requires coordination with Subcontractors. All Contractors and Subcontractors involved in or affected by the installation shall attend the meeting, and the Owner's Representative will be advised of scheduled meeting dates. At each pre-installation conference, the progress of other construction activities and preparations for the particular activity under consideration shall be reviewed, and significant discussions, agreements and

disagreements shall be recorded. A record of the meeting shall be distributed promptly to everyone concerned.

- 3.4.3 The Contractor shall conduct progress meetings at the Project site at regularly scheduled intervals and shall notify the Owner and Owner's Representative of scheduled meeting dates. Meeting dates shall be coordinated with preparation of payment requests. In addition to representatives of the Owner and Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress. At each progress meeting, the previous progress meeting will be reviewed, as will other items of significance that could affect the progress of the project. Meeting participants shall determine the state of construction activities in relation to the Contractor's Construction Schedule, determine how to expedite construction that is behind schedule, secure commitments from parties involved to do so, and discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. A record of the meeting shall be distributed promptly to everyone concerned.

3.5 LABOR AND MATERIALS/PREVAILING WAGES

- 3.5.1 Included in his cost, the Contractor shall provide all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and services necessary for proper completion of the Work.
- 3.5.2 The Contractor is solely responsible for the behavior, skill and appearance of his employees. Unfit employees shall not be permitted to perform the Work.
- 3.5.3 To the extent that it applies, the Contractor and all Subcontractors shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this Contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois. The Illinois Department of Labor publishes the prevailing wage rates on its website at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's web site for revision to prevailing wage rates.
- 3.5.4 In accordance with applicable law, the Contractor and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actually hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor. The Contractor and each Subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, or by any laborer, worker or mechanic employed by the Contractor or the Subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Contractor must pay prevailing wages in effect at the time labor is performed.
- 3.5.5 The Contractor and each of its Subcontractors shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with 820 ILCS 130/0.01 et seq., where the Prevailing Wage Act applies. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the expense of the Contractor and not at the expense of the Owner. The Change Order shall be computed using the prevailing

wage rates applicable at the time the Change Order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate payroll and other records as required by the Prevailing Wage Act and to file same with Owner as required by the Act. Contractor 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.

- 3.5.6 The Contractor shall be solely responsible for complying with the Substance Abuse Prevention on Public Works Act as it amends the Prevailing Wage Act and prior to commencing work, shall file a copy of the required written Substance Abuse Prevention Program with the Owner.
- 3.5.7 The Contractor and all Subcontractors shall submit a certified payroll along with a request for payment. The certified payroll shall consist of a complete copy of all required records. The certified payroll shall also be accompanied by a statement signed by the Contractor or Subcontractor stating that such records are true and accurate, that the hourly rate paid to each worker is not less than the general prevailing wage rate by the act, and that the Contractor or Subcontractor understands that it is a class B misdemeanor for a Contractor or Subcontractor to sign a certified payroll statement that he or she knows to be false. Certified payrolls are considered public records and are subject to disclosure under Freedom of Information Act (FOIA) except for the employee's address, telephone number and social security number. In the event that the Owner receives a FOIA request for such documents, the Contractor must provide copies of the certified payroll within 2 days of the request.
- 3.5.8 In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the Contract Sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the Contract Sum is not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

3.6 WARRANTY

- 3.6.1 The Contractor shall guarantee, in writing, that all materials and workmanship are free from defects and will remain so for a period of at least one year after completion of the work. He shall further agree to replace all defective materials and rebuild all defective Work furnished under this Contract for a period of one year from the date of final acceptance, at no additional charge to the Owner.
- 3.6.2 Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.
- 3.6.3 The Contractor shall guarantee that, when correcting warranted Work that has failed, he shall remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- 3.6.4 When Work covered by a warranty has failed and been corrected by replacement or rebuilding, the Contractor must agree to reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 3.6.5 Upon determination that Work covered by a warranty has failed, the Contractor must agree to replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- 3.6.6 Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
- 3.6.7 The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- 3.6.8 The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- 3.6.9 The Contractor shall submit written warranties to the Owner's Representative prior to the date certified for Substantial Completion. If the Owner's Representative's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, the contractor shall submit written warranties upon request of the Owner's Representative.

3.7 TAXES

- 3.7.1 The Contractor shall pay sales, consumer, use, and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.
- 3.7.2 The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. The Owner's exemption identification number issued by the Illinois Department of Revenue is E9978-2741-07. Any taxes for which the Owner is not exempt shall be paid by the Contractor.

3.8 PERMITS AND FEES

- 3.8.1 The Contractor shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which, in any manner, affect the conduct of his work.
- 3.8.2 Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability. The Contractor shall indemnify and hold harmless the Owner from any and all complaints, claims or actions.

3.9 SOIL EROSION AND SEDIMENT CONTROL MEASURES AND PERMITTING

- 3.9.1 It is the contractor's responsibility to ensure that all soil erosion and sediment control measures are performed and/or installed according to specifications and in the sequence specified in the Contract Documents.
- 3.9.2 It is the contractor's responsibility to ensure that soil erosion and sediment control inspections are scheduled and completed according to the requirements specified in the Contract Documents.
- 3.9.3 It is the contractor's responsibility to have on display, prior to any site inspection, a board containing the SWPPP (contained in the Contract Documents) and any other documents or information required for use by the soil erosion inspector or specified in the Contract Documents.
- 3.9.4 It is the contractor's responsibility to sign the required soil erosion certification included in the Contract Documents.

3.10 ALLOWANCES

- 3.10.1 The Contract Sum shall include all allowances for material and equipment delivered to the site.
- 3.10.2 The Contract Sum shall include all Contractor's costs for unloading, handling, labor, installation, overhead, profit and other expenses pertaining to the Work.

3.11 SUPERVISION

- 3.11.1 The Contractor shall assign a Project Supervisor or Superintendent who shall represent the Contractor. The Supervisor shall attend all project meetings and deliver communications between the Owner and the Contractor. The decisions of the Supervisor shall be binding.
- 3.11.2 Important communications shall be confirmed in writing. Other communications shall be so confirmed on written field reports in each case.

3.12 SCHEDULE

- 3.12.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's Construction Schedule for the Work. The schedule shall indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Owner with the Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then the Contractor shall submit to the Owner for their review and approval a narrative description of the means and methods which the Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work.
- 3.12.2 To ensure such timely completion, the Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, the Contractor shall not be entitled to an adjustment in the Contract Sum of the schedule. The

Owner may, in its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted.

- 3.12.3 The Owner's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

3.13 SAMPLES AND SHOP DRAWINGS

- 3.13.1 Samples or drawings requested shall be delivered and removed at no cost to the Owner. The Owner will not be responsible for damage to samples. If required, samples may be submitted with the bid. The Bidder shall remove samples within 30 days after the Bid Award. The Owner will discard any samples not removed by this time.
- 3.13.2 Samples, shop drawings and other product data are not Contract Documents.
- 3.13.3 Contractor shall review samples, shop drawings and other product data for compliance to Contract Documents prior to submitting to the Owner for review.
- 3.13.4 Owner shall review and approve or disapprove all submittals in writing prior to the Contractor commencing work on each item requiring approval.
- 3.13.5 Contractor shall be entitled to one re-submittal of any submittal or shop drawing rejected by the Owner or returned by the Owner for further action. Thereafter, the Contractor shall pay the cost of all further reviews of such submittal or shop drawing and agrees to execute a Change Order reducing the Contract Sum by the amount charged by the Owner for the additional reviews.

3.14 USE OF PREMISES

- 3.14.1 The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the Owner.

3.15 SITE PROTECTION AND DAMAGE TO OTHER WORK

- 3.15.1 The Contractor shall be responsible for adequate job site safety protection. The site is used daily by the public and adequate protection, as approved by the Owner, for site users must be provided.
- 3.15.2 Should the Contractor, his agents or his workers, or any of his Subcontractors or material/men cause damage to the site, or to the work or materials of other Contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor.

3.16 CLEAN UP

- 3.16.1 The Contractor shall select and use cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned, use only cleaning materials recommended by the manufacturer of the surface to be cleaned, and use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

- 3.16.2 At the end of each day's work, and after completing the project, and as may be required by the Owner, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.
- 3.16.3 All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the off-site disposal of all debris or excavated materials from this project. On-site burying of material is not permitted. At the completion of the project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc. which may have been damaged due to operations of the Contractor.
- 3.16.4 The Contractor shall handle materials in a controlled manner and will not throw or drop materials from heights.
- 3.16.5 The Contractor shall wet down materials and rubbish to lay dust and to prevent blowing dust, will, at reasonable intervals during the progress of work, clean the site and the public properties, and maintain the cleanliness of adjacent streets at all times during the project in conformance with Village requirements.
- 3.16.6 The Contractor shall conduct measures of Hazards Control, including storage of volatile wastes in covered metal containers, daily removal of volatile wastes, prevention of waste accumulation, and provision for adequate ventilation during use of volatile or noxious substances.
- 3.16.7 The Contractor shall conduct all cleaning and disposal operations to comply with Federal, State and local ordinances and anti-pollution laws.
- 3.16.8 If the Contractor does not clean up the site to the satisfaction of the Owner, the Owner may perform clean up work and all costs shall be charged to the Contractor.

3.17 ROYALTIES AND LICENSE FEES

- 3.17.1 The Contractor shall pay all royalties and license fees and shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from losses relating to such.

3.18 INDEMNIFICATION

- 3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, as set forth in the Defense, Indemnity, and Hold Harmless Agreement (Section 00338).

END OF ARTICLE 3

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 OWNER

- 4.1.1 The Owner will provide administration of the Contract as described in the Contract Documents.
- 4.1.2 The Owner will visit the site at appropriate intervals to determine the stage of the Contractor's operations and to guard itself against defects and deficiencies and to determine if work is being performed in accordance with the Contract Documents.
- 4.1.3 The Owner will have the right to reject work that does not comply with the Contract Documents and will have the right to require testing or inspection by authorities or experts to verify acceptable quality of materials or workmanship.

4.2 CLAIMS AND DISPUTES

- 4.2.1 Claims by either party must be made within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be in writing.
- 4.2.2 The Contractor shall proceed with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents pending final resolution of the Claim.
- 4.2.3 The Contractor shall make all claims to increase the Contract Sum or Contract Time in writing. Work on said increase shall not commence until Owner notifies Contractor in writing of approval of claim. This requirement shall be waived if the Claim relates to an emergency endangering life or property.
- 4.2.4 Substantiating evidence shall be submitted with each claim.
- 4.2.5 If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, Claim shall be made in writing within 21 days after discovery.

4.3 RESOLUTION OF CLAIMS AND DISPUTES

- 4.3.1 The Owner will review Claims and within ten days of the receipt of the Claim take one or more of the following actions; (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or part, (3) approve the Claim in whole or part or, (4) suggest a compromise.
- 4.3.2 Additional supporting data to the Claim shall be presented in writing within ten days of notification.
- 4.3.3 A decision regarding the Claim shall be made in writing and shall be final.
- 4.3.4 The Owner may notify the Contractor's surety of the nature and amount of the Claim. The Owner may request the surety's assistance in resolving the Claim.

END OF ARTICLE 4

ARTICLE 5
CHANGES IN THE WORK

5.1 GENERAL

- 5.1.1 Changes may be made after the execution of the Contract by Change Order or Construction Change Directive subject to the limitations stated in this Article 5 and elsewhere in the Contract Documents.
- 5.1.2 A Change Order or Construction Change Directive shall be agreed upon in writing by all parties. Work shall proceed during formulation and execution of the Change Order.

5.2 CHANGE ORDERS

- 5.2.1 The Change Order is a written document, signed by all parties, indicating the Contract on a change in the Work, the amount of adjustment to the Contract Sum and the extent or the adjustment to the Contract Time.

5.3 CONSTRUCTION CHANGE DIRECTIVE

- 5.3.1 A Construction Change Directive is a written document prepared by the Owner and signed by the Contractor, directing a change in the Work prior to agreement on an adjustment to the Contract Sum or Contract Time.
- 5.3.2 The value of any such change shall be determined by agreement between the Contractor and the Owner in one or more of the following ways: (1) by estimate and acceptance in a lump sum, (2) by unit prices named in the Contract or subsequently agreed upon; or (3) by cost.
- 5.3.3 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - 5.3.3.1 For the Contractor, for any Work performed by the Contractor's own forces, 10 percent of the cost.
 - 5.3.3.2 For the Contractor, for Work performed by his Subcontractor, 5 percent of the amount due the Subcontractor.
 - 5.3.3.3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by the Subcontractor's own forces, 10 percent of the cost.
 - 5.3.3.4 For each Subcontractor, for Work performed by his Sub-Subcontractors, 5 percent of the amount due the Sub-subcontractor.
 - 5.3.3.5 All proposals, except those less than \$200.00, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$200.00 be approved without such itemization.

5.4 SUBSTITUTIONS AND PRODUCT OPTIONS

- 5.4.1 “Or equal” substitutions shall only be considered for approval by Owner prior to Bid Opening, not afterward. No “or equal” substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Owner at least ten (10) calendar days prior to the date for receipt of Bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed “or equal” substitute is upon the proposer. The Owner's decision of approval or disapproval of a proposed “or equal” substitution shall be final.
- 5.4.2 No substitutions will be considered after Notice of Award except under one or more of the following conditions:
- 5.4.2.1 The Substitution is required for compliance with final interpretations of code requirement or insurance regulations.
 - 5.4.2.2 Specified products are unavailable through no fault of the Contractor.
 - 5.4.2.3 Subsequent information discloses the inability of the specified product to perform properly or to fit in designated space.
 - 5.4.2.4 Manufacturer/fabricator refusal to certify or guarantee performance of specified product.
 - 5.4.2.5 When a substitution would be substantially to the Owner's best interest.
- 5.4.3 Substitution requests shall include:
- 5.4.3.1 Complete data substantiating compliance of proposed substitution with contract documents, an itemized comparison of proposed substitution with product or method specified, data related to changes in the construction schedule, changes or coordination required, and accurate cost data on proposed substitutions in comparison with the specified product or method.
 - 5.4.3.2 (For a product): Product identification, including manufacturer's name and address, a product description, performance and test data, reference standards, and the name and address of similar projects on which product was used and date of installation.
 - 5.4.3.3 (For construction methods): Detailed description and/or drawings of the proposed method.
- 5.4.4 In making a request for substitution, the Contractor represents that:
- 5.4.4.1 He has personally investigated the proposed product or method and determined that it is equal or superior in all respects to that specified.

- 5.4.4.2 He will provide the same guarantee for the substitution as for the product or method specified.
 - 5.4.4.3 He will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
 - 5.4.4.4 Cost data is complete and includes all related costs under his contract, but excludes the Owner's Representative's redesign, the administrative costs of Owner's Representative, and costs under separate contracts.
 - 5.4.4.5 He will pay all additional costs and expenses for the Owner, Owner's Representative and other contractors.
- 5.4.5 Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section, or when acceptance will require substantial revision of contract documents.

END OF ARTICLE 5

ARTICLE 6
TIME

6.1 PROGRESS AND COMPLETION

- 6.1.1 By executing the Contract, the Contractor agrees to follow time and schedule requirements listed in the Contract Documents.
- 6.1.2 The Contractor shall not commence work on the Project, on site or elsewhere, until receipt of a written Notice to Proceed.
- 6.1.3 The Contractor shall achieve substantial completion, as defined by the Contract Documents, within the Contract Time.

6.2 DELAYS AND EXTENSIONS OF TIME

- 6.2.1 If the Contractor is delayed in progress of the Work by an act caused by the Owner, or by another Contractor hired by the Owner, or by changes in the Work, or by labor disputes, weather conditions, fire, unusual delay in deliveries, or other unavoidable causes, the Contract Time may be extended by Change Order.
- 6.2.2 The Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.
- 6.2.3 Claims relating to time shall be made in accordance with Section 4.00.

END OF ARTICLE 6

ARTICLE 7
PAYMENTS AND COMPLETION

7.1 CONTRACT SUM

7.1.1 The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for performance of the Work.

7.2 SCHEDULE OF VALUES

7.2.1 Before the first Application for Payment, Contractor shall supply the Owner with a Schedule of Values for all portions of the work, in order to support amounts on the Applications for Payment.

7.3 APPLICATIONS FOR PAYMENT

7.3.1 Contractor must supply the Owner with Applications for Payment by the second Wednesday of the month in which payment is requested. The Applications shall be signed by the Contractor and shall be supported by such data as required to substantiate the payment amount.

7.3.2 The Application for Payment shall include requests for payment of Work in the Contract Documents, and payment for work approved on properly authorized Change Orders or Construction Change Directives.

7.3.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

7.3.4 The Owner will make payment to the Contractor within forty (40) days of acceptance of the Application for Payment.

7.3.5 Any payment, whether partial or entire, shall not be due until the Contractor has delivered to the Owner a complete release of all liens or claims for lien arising out of this Contract, or at the election of the Owner, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

7.3.6 The Contractor certifies that all Work covered by an Application for Payment shall become property of the Owner at the time of the payment.

7.4 SUBSTANTIAL COMPLETION

7.4.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work.

7.4.2 When the Contractor considers the work substantially complete, the Contractor shall submit written declaration to the Owner's Representative that work, or designated portion thereof, is substantially complete.

7.4.3 The Owner's Representative will make an inspection within seven (7) days after receipt of certification, together with the Owner and Contractor.

7.4.4 When the Owner and Contractor agree that the Work is substantially complete, they shall work together to prepare a comprehensive list of items to be completed or corrected prior to final payment, a schedule of

completion of Work, and a list of the responsibilities of the Owner and Contractor for utilities, insurance, operation of mechanical, electrical, and other systems, maintenance and cleaning, and security. Failure to include any item on the list does not relieve the Contractor from the duty to complete all items in the Contract Documents.

- 7.4.5 Warranties required by the Contract Documents shall commence on the agreed date of Substantial Completion.
- 7.4.6 Upon acceptance of Substantial Completion, Owner may make payment to Contractor up to 95% of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work and unsettled claims.

7.5 FINAL CLEANING

- 7.5.1 The Contractor will provide final cleaning operations when indicated, employ experienced workers or professional cleaners for final cleaning, clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program, and comply with manufacturer's instructions.
- 7.5.2 During the final cleaning operation, the Contractor shall:
 - 7.5.2.1 Clean the Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances.
 - 7.5.2.2 Sweep paved areas broom clean.
 - 7.5.2.3 Remove petro-chemical spills, stains and other foreign deposits.
 - 7.5.2.4 Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
 - 7.5.2.5 Remove tools, construction equipment, machinery and surplus material from the site.
 - 7.5.2.6 Remove snow and ice to provide safe access to the building (if required).
 - 7.5.2.7 Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 7.5.2.8 Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.
 - 7.5.2.9 Remove labels that are not permanent labels.
 - 7.5.2.10 Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
 - 7.5.2.11 Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- 7.5.2.12 Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.
 - 7.5.2.13 Leave the Project clean and ready for occupancy.
 - 7.5.2.14 Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
 - 7.5.2.15 Jet and clean storm sewer system up to and including point of connection to city storm sewer system (catch basins and/or dry wells).
 - 7.5.2.16 Maintain cleaning until project, or designated portion thereof, is accepted by Owner.
- 7.5.3 The Contractor will, in preparation for substantial completion or occupancy, conduct a final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

7.6 FINAL COMPLETION AND FINAL PAYMENT

- 7.6.1 The Contractor shall inform the Owner that the Work is ready for final inspection and acceptance before submitting a Final Application for Payment. The Contractor shall provide written certifications that: the contract documents have been reviewed, the project has been inspected for compliance with the Contract Documents, the work has been completed in accord with the Contract Documents, that equipment and systems have been tested in the presence of the Owner's Representative and are operational, and that the project is complete and ready for final inspection.
- 7.6.2 Should the Owner's Representative consider that the Work is not finally complete, he shall notify the Contractor in writing, stating reasons.
- 7.6.2.1 The Contractor shall take immediate steps to remedy the stated deficiencies and send a written notice to the Owner's Representative certifying that the work is complete. The Owner's Representative will then re-inspect the work.
 - 7.6.2.2 Should the Owner's Representative be required to perform second inspections because of failure of work to comply with original certifications of Contractor, the Contractor will compensate the Owner's Representative for additional services and deduct said amount paid from final payment request.
- 7.6.3 The Owner shall promptly inspect and approve the final payment if all Work is satisfactory and has been completed in accordance with the terms and conditions of the Contract Documents.
- 7.6.4 Once the Owner has approved the final payment, the Contractor shall provide all necessary documents, deliver evidence of compliance with requirements of governing authorities, and deliver a Certificate of Insurance for products and completed operations.
- 7.6.5 The Contractor shall instruct the Owner's personnel in operation of all systems, mechanical, electrical, and other equipment.

- 7.6.6 The Contractor shall furnish a Contractor's Affidavit of Release of Liens, Consent of Surety to Final Payment, Contractor's release or waiver of liens, and separate releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner together with a list of those parties, and any paid utility bills.
- 7.6.7 Acceptance of a final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by the payee.

END OF ARTICLE 7

ARTICLE 8
SAFETY

8.1 SAFETY PROGRAMS

- 8.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- 8.1.2 The Contractor shall take reasonable precautions for safety and shall provide reasonable protection to employees on the Work, the Work itself and materials and equipment to be incorporated therein, other property at the site or adjacent thereto, and any other persons or property who may be affected.
- 8.1.3 The Contractor shall erect and maintain safety fencing around the boundaries of the project.
- 8.1.4 The Contractor may not store explosives or other hazardous material or equipment on the Owner's property.
- 8.1.5 The Contractor shall safeguard against unauthorized use of equipment or materials stored on the Owner's property.
- 8.1.6 The Contractor shall leave all equipment and materials stored in such a manner as not to harm persons who are within the boundaries of the safety fencing.
- 8.1.7 The Contractor shall promptly remedy all damage, vandalism or loss occurring within the boundaries of the Work.
- 8.1.8 In the event of an emergency affecting the safety of persons or property, the Contractor shall act in such a manner as to prevent the threatened damage or injury.

END OF ARTICLE 8

ARTICLE 9
INSURANCE AND BONDS

9.1 Required Coverages. Contractor shall procure and maintain for the duration of the 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.

9.1.1 *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

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

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: the 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 three (3) years after written Final Acceptance of Completed Work by Engineer and Township.

9.1.3 *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.

9.1.4 *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:	\$5,000,000
General Aggregate per Project:	\$5,000,000

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.

- 9.2 Additional Insured. The required insurance coverages, with the exception of Workers Compensation, shall name Hanover Township, the Village of Hoffman Estates, Thomas Engineering Group, LLC, 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 as required herein, Contractor waives all rights against each Additional Insured, for recovery of damages arising out of or incident to the Work, Repair Work, and/or Warranty Work.
- 9.3 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.
- 9.4 Evidence of Insurance. Prior to beginning work, Contractor shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days’ written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Township shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the work site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination the Contract at the option of Township. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.
- 9.5 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.
- 9.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

- 9.7 Township Shall Not Waive Any Rights of Subrogation. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, 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 Work, Repair Work, and/or Warranty Work.
- 9.8 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.
- 9.9 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.
- 9.10 Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (i) allowing any work to commence by Contractor before receipt of Certificates of Insurance; (ii) failing to review any Certificates of Insurance received; (iii) failing to advise Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (iv) issuing any payment without receipt of a sworn certification from Contractor stating that all the required insurance is in force. Contractor agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by Township and/or any of the other Additional Insured.
- 9.11 Liability of Contractor is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Contractor and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Contractor, or any Subcontractor's interest or liabilities, but are merely minimums. Any obligation of Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Contractor’s insurance.
- 9.12 Notice of Personal Injury or Property Damage. Contractor shall notify Township and Landscape Engineer, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.
- 9.13 Subcontractors. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

9.14 OWNER'S LIABILITY INSURANCE

- 9.14.9 The Contractor shall purchase and maintain insurance covering the Owner's liability for claims which may arise from operations under the Contract and that will protect the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act of omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph. The minimum limits of liability purchased for such coverage shall be equal to the aggregate of the limits required for the Contractor's Liability Insurance under 9.1 above.
- 9.14.10 In any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 9.14.11 The insurance obligations of the Contractor under this paragraph shall not extend to the liability of the Owner, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or failure to give directions or instruction by the Engineer, his agents or employees provided that such giving or failure to give is the primary cause of the injury damage.

9.15 PROPERTY INSURANCE

- 9.15.1 Unless otherwise provided, the Owner shall maintain property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed upon in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. The insurance shall include interests of the Owner, the Contractor, and Subcontractors. The Owner's insurance obligations under this paragraph may be satisfied by participation in established programs of self-insurance or membership in an insurance pool.
- 9.15.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interest may appear. The Contractor shall pay Subcontractors their just shares of any insurance proceeds received by the Contractor, and by appropriate Contracts, shall require Subcontractors to make payments to their Sub-subcontractors in a similar manner.
- 9.15.3 The Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

9.16 SECURITY PERFORMANCE BOND

9.16.1 The Contractor, before commencing the Work, shall furnish a Security in the form of Surety or Letter of Credit, as detailed in Section 00410 above. The Security shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents. Such bonds shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-oblige. The cost of the bonds is to be included in the Bid Proposal. The Security will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Security within fifteen (15) days after the Notice of Award shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

9.16.1.1 The Contractor shall deliver the required bonds to the Owner not later than fifteen days following the date the Contract is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

9.16.1.2 The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

9.16.1.3 The Contractor shall furnish all Surety Company’s bonds through Surety Company’s local agents approved by and/or as directed by Owner. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Contract Documents, except in cases where other bonds are specifically called for in the Contract Documents in connection with special guarantees.

9.16.1.4 The execution of the Bond agreement shall follow all additional guidelines set forth in Section 00410 of the Contract Documents.

END ARTICLE 9

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 GOVERNING LAW

10.1.1 The Contract shall be governed by the law of the place where the Project is located.

10.2 SUCCESSORS AND ASSIGNS

10.2.1 The Owner and Contractor bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, Contracts and obligations contained in the Contract Documents. Neither party shall assign the Contract as a whole without written consent of the other, except as provided in Section 10.2.2. If

either party attempts to make such an assignment without such consent, that party shall remain legally responsible for all obligations under the Contract.

- 10.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such an event, the lender shall assume the Owner's rights and obligations under the Contract Documents.

10.3 WRITTEN NOTICE

- 10.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail.

10.4 RIGHTS AND REMEDIES

- 10.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 10.4.2 No action or failure to act by the Owner or Contractor shall constitute a waiver of a right of duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

10.5 TESTS AND INSPECTIONS

- 10.5.1 Tests, inspections and approvals or portions of the Work required by the Contract Documents shall be made at an appropriate time. The Contractor shall make arrangements for such tests with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of such tests and inspections.
- 10.5.2 If the Owner or public authority having jurisdiction over the Project determines that additional tests or inspections are necessary, the Owner will give written notification to the Contractor regarding such tests.
- 10.5.3 If such tests or inspections reveal failure of a portion of the Work, all costs made necessary by such failure shall be at the Contractor's expense.
- 10.5.4 Required certificates of testing, inspection or approval shall be secured by the Contractor and delivered to the Owner.

10.6 ILLINOIS FREEDOM OF INFORMATION ACT

- 10.6.1 The Contractor agrees to maintain, without charge to Owner, all records, and documents for projects of Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, the Contractor shall produce records which are responsive to a request received by Owner under the Freedom of Information Act, so that 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 the Contractor shall so notify Owner, and, if possible, Owner shall request an extension so as to comply with the Act. In the event Owner is found to have not complied with the Freedom of Information Act due to the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with such failure, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

END OF ARTICLE 10

ARTICLE 11

TERMINATION OR SUSPENSION OF THE CONTRACT

11.1 TERMINATION BY THE CONTRACTOR

- 11.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work for any of the following reasons:
- 11.1.1.1 Issuance of an order of the court or other public authority having jurisdiction which requires all Work be stopped.
- 11.1.1.2 An act of government, such as a declaration of a national emergency which requires all Work be stopped.

- 11.1.1.3 Because the Owner has not made payment within the time stated in the Contract Documents.
- 11.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect Contract with the Contract, repeated suspensions, delays or interruptions of the entire Work constitute in the aggregate more than 100% of the total number of days scheduled for completion, or 120 days in a 395 day period, whichever is less.
- 11.1.3 If one of the reasons described in Sections 11.1.1 or 11.1.2 exist, the Contractor may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery including reasonable overhead, profit and damages.

11.2 TERMINATION BY THE OWNER FOR CAUSE

- 11.2.1 The Owner may terminate the Contract if:
 - 11.2.1.1 The contractor refuses or fails to supply enough properly skilled workers or proper materials.
 - 11.2.1.2 The Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contracts between the Contractor and the Subcontractors.
 - 11.2.1.3 The Contractor disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 11.2.1.4 The Contractor is guilty of substantial breach of a provision in the Contract Documents.
 - 11.2.1.5 The Contractor fails to remedy a labor dispute in accordance with the Contract Documents.
- 11.2.2 When any of the above reasons exist, with the exception of 11.2.1.5, the Owner may without prejudice to any other rights or remedies and after giving the Contractor and the Contractor's surety seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 11.2.2.1 Take possession of the site and all materials, equipment, tools and machinery thereon owned by the Contractor.
 - 11.2.2.2 Accept assignment of Subcontracts.
 - 11.2.2.3 Finish the Work by whatever reasonable method the Owner deems expedient.
- 11.2.3 In the event the Owner terminates the Contract because the Contractor has failed to remedy a labor dispute, the Owner may, subject to any prior rights of the surety, engage in all of the actions specified in Section 11.2.2.1, 11.2.2.2, and 11.2.2.3 upon only 24 hours notice to the Contractor.
- 11.2.4 When the Owner terminates the contract for one of the reasons stated in section 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 11.2.5 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such balance is less than the cost to finish the work, the Contractor

shall pay the difference to the Owner.

11.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

11.3.1 The Owner may, without cause, order the Contractor to suspend, delay or interrupt the Work in whole or in part for any period of time. This order must be in writing.

11.3.2 The Owner may adjust the Contract Sum and Contract Time for increases in the cost and time caused by such suspension. The Contract Sum will not be adjusted if the performance would have been suspended, delayed or interrupted by another cause that the Contractor is responsible for, or if an equipment adjustment is made or denied under another provision of the Contract.

11.4 TERMINATION BY THE OWNER FOR CONVENIENCE

11.4.1 The Owner may, at any time and without cause, terminate the Contract for the Owner's convenience.

11.4.2 After the Owner has notified the Contractor, in writing, of termination, the Contractor shall cease operations, protect and preserve the Work, and terminate all existing Subcontractors and purchase orders unless otherwise directed in writing by the Owner.

11.4.3 The Contractor shall be entitled to receive payment for Work executed and costs incurred for termination.

END OF ARTICLE 11

ARTICLE 12
REGULATIONS

12.1 The Contractor warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, and laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

12.2 Among the laws with which Bidders must comply, Bidders must comply with the Prevailing Wage Act, and must also have all written programs and policies required by law, including but not limited to programs and policies for sexual harassment, substance abuse, job site safety and employment discrimination, as detailed in Article 3 above and in the Contract Documents.

12.3 Whenever required, the Contractor or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

- 12.4 The Contractor shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.
- 12.5 The Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.
- 12.6 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.
- 12.7 The Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to ensure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, the Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

END OF ARTICLE 12

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