

**PROPOSAL FOR:
HANOVER TOWNSHIP SENIOR CENTER
MAIN FLOOR CARPETING REPLACEMENT PROJECT**



**HANOVER TOWNSHIP SENIOR CENTER
240 S. IL ROUTE 59
BARTLETT, IL 60103**

September 3, 2019

**BIDS DUE: 9 AM
Monday, September 23, 2019
AT HANOVER TOWNSHIP
TOWN HALL
250 S IL ROUTE 59
BARTLETT, IL 60103
BID OPENING @ 9 AM**

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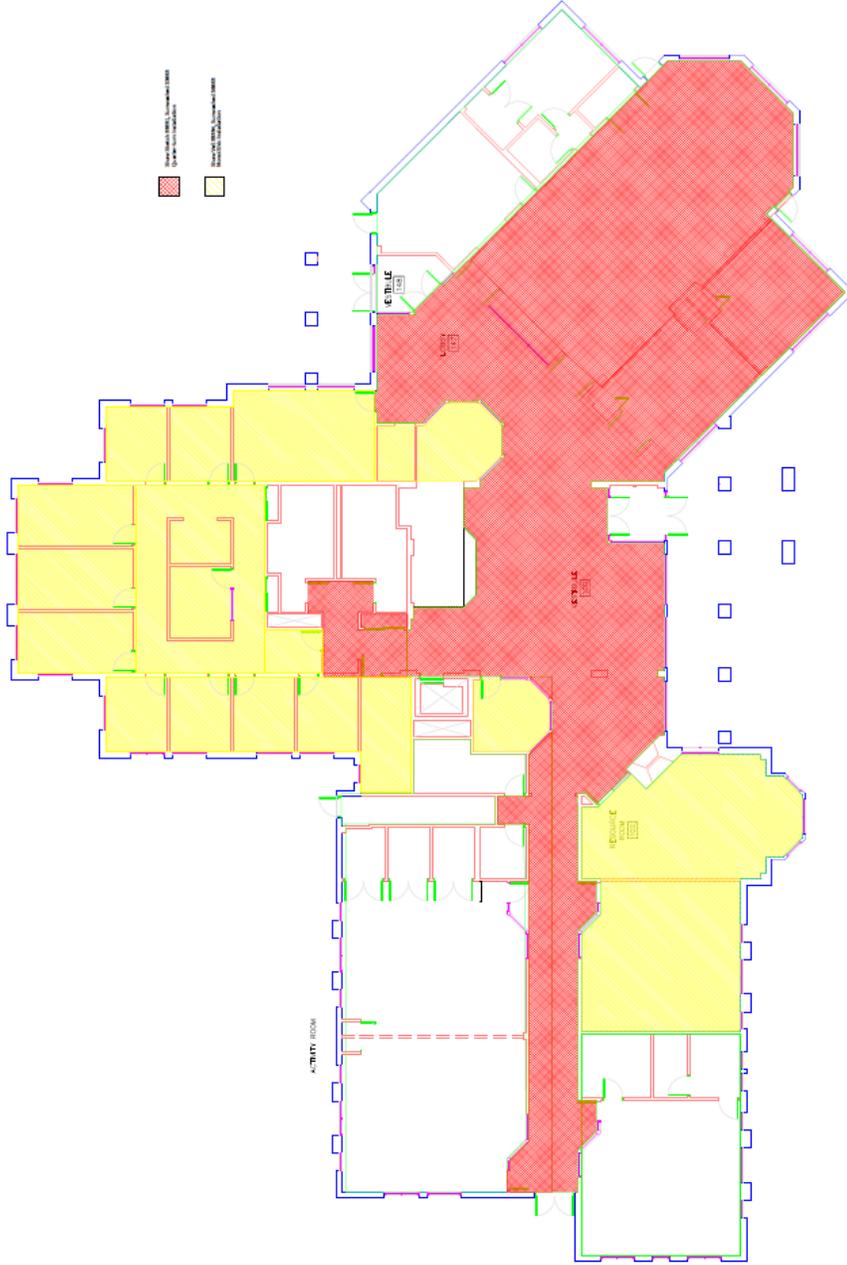
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FLOORING PLAN

DATE: 03/24/10

THOMAS INTERIORS
1875 WILSON DR., STE 400, CHICAGO, IL 60604
430.880.0100 FAX: 430.880.0101
WWW.THOMASINTERIORS.COM

-  Red Hardwood (3/4" x 3/4" x 1/2")
-  Yellow Hardwood (3/4" x 3/4" x 1/2")
-  White Hardwood (3/4" x 3/4" x 1/2")



NOTES
NOTE 1
NOTE 2

SCALE: 1/8" = 1'-0"
DESIGNER: NC
PROJECT MANAGER: LB
SHEET: 1 of 1

**Shaw Veil 59594, Sunwashed 36665
Monolithic Installation**

Room	L x W	Square Feet
Computer Lab	25 x 25	125
Library	37 x 18	666
Volunteer Office	12 x 12	144
Gift shop	12 x 12	144
Staff Conference Room	15 x 23	345
Right side offices	12 x 40	480
Center/hallway and copier area	47 x 30	1,410
Left offices	12 x 20	240
		3,554

**Shaw Sketch, 59591, Sunwashed 33665
Quarter Turn Installation**

Room	L x W	Square Feet
Hallway	63 x 11	693
Main Lobby	41 x 86	3,526
Veterans Hall	30 x 51	1,530
Game Rooms 1 and 2	18 x 39	702
		6451

Total Square Feet

10,005

SCOPE OF WORK & SPECIFICATIONS

I. SUMMARY OF PROJECT

The official name of this project shall henceforth be known as the Hanover Township Senior Center Main Floor Carpeting Replacement Project ("Project"). The Project consists of providing carpeting and installation services for the main level of the Hanover Township Senior Center, 240 South IL Route 59, Bartlett, IL 60103, including Veteran's Hall, Game Rooms 1 and 2, Lobby, Volunteer Office, Staff Conference Room, Main Lobby, Hallway, Computer Lab, Library, 9 Offices, and Office Hallway, as shown and specified in these Bid Documents.

II. SCOPE OF WORK

The scope of work of the Project consists of providing all materials, labor, tools, and related services for the Project, including, but not limited to, the following:

- A. Move furniture as need to complete the project. Details will be discussed during the Pre-Bid Meeting.
- B. Carefully field-measure and check all areas designated to receive carpeting. Requests for extra compensations will not be approved for measurement or take off errors by the Contractor.
- C. Protect existing and new finishes to remain.
- D. Layout and control for the execution of the scope of work.
- E. Remove and dispose of existing carpeting and cove base.
- F. Prepare substrate for application of new carpeting and cove base.
- G. Furnish and install new carpeting and cove base in compliance with the manufacturer's instructions and recommendations.
- H. Meet with Township staff as often as required for the purpose of reviewing progress and providing necessary guidance.

III. SPECIFICATIONS

The following scope of services is included as a guide for the proposer. It is designed to identify the minimum service level expected from the successful contractor.

- I. Performance:
 - a. The Contractor shall provide all materials, labor, tools and related services required for the performance of the contract. The contractor will provide the floor coverings at the direction of Hanover Township.
- J. Site Visits
 - a. The Contractor shall carefully field measure and check all areas designated to receive floor coverings and vinyl base. Requests for extra compensations will not be approved for measurement or take off errors by the contractor.
 - b. The Contractor's project manager will meet with Facilities staff as often as required for the purpose of reviewing progress and providing necessary guidance.

K. General Installation Requirements

- a. Comply with the manufacturer's instructions and recommendations for all flooring products and installation materials.
- b. Proposers to include a separate quote pricing for furniture moving.
- c. Install flooring under open bottom obstructions and under removable flanges and furnishings, into alcoves and closets of each space.
- d. Run flooring under open bottom items such as heating convectors and install tight against wall, columns and cabinets to the entire floor area is covered with flooring material. Install edging guard at all openings and doors wherever flooring terminates, unless indicated otherwise. Prior to installation, the Contractor shall notify the Project Manager about all other obstructions which may occur.
- e. Cutting shall be done in accordance with the manufacturer's recommendations, using the tools designed for the flooring being installed. Remove all debris and carpet remnants from the job site and dispose of properly. Carpet remnants in excess of one yard shall be returned to Project Manager.
- f. Edges shall be butted together with the proper pressure to produce the tightest joint possible without distortion.
- g. All carpet shall be installed with pile-lay-in the same direction, except when directed by Project Manager to use a quarter turn method.
- h. Use leveling compound where necessary.
- i. Metal-nosing strips shall be used as required. Substitutions must be approved by the Project Manager. Installation of metal -nosing strips on concrete or stone surfaces shall be by drilling, inserting plastic plugs and using non-corrosive drive screws. All screws shall have shallow head profile.
- j. Carpet tile shall be adhered direct to existing floor surfaces in accordance with manufacturer's printed instructions.
- k. Vinyl base shall be adhered direct to the designated surfaces after flooring is installed in accordance with the manufacturer's printed instructions.
- l. Surface Preparations:
 - i. Contractor shall prepare existing floors to receive carpet. Prior to filling, the floor must be swept clean of all loose debris. After filling, allow filler to dry. Damp mop floor and allow drying. Vacuum after mopping to ensure all debris is removed for proper substrate to install flooring. All cracks, holes, unevenness and rough areas will be leveled and smoothed with material that complies with carpet manufacturer's recommendations to ensure warranty terms.

- ii. Removal of the old vinyl base is required. If damage to wall surface occurs during removal, it is the responsibility of the contractor to patch and prepare the surface for paint.
- m. Installation:
 - i. Check the plan against the available dye-lot number to ensure all are the same dye-lot. Using more than one dye-lot in the same room or open area is not permitted.
- n. Installation:
 - i. Install carpet according to manufacturer's printed instructions
 - ii. Apply adhesives as per manufacturer's printed instructions.
 - iii. In open perimeter designs, use a fixed reducer strip to secure the area.
- o. Installation: Vinyl Base
 - i. All vinyl base shall be "cove-cut" on inside corners.
 - ii. Plan seam locations so that no seams end on outside corners.
 - iii. Check each carton of base for dye-lot numbers to assure there is no mixing of dye lots during installation.
- p. Adhesive Application:
 - i. Adhesives shall be compatible with product being installed. Contractor shall follow manufacture's recommendations to apply as directed for proper adhesion and to ensure compliance with warranty terms and conditions.
- q. Attic Stock: 2% of each material used (carpet tiles and cove base) will be added for the purpose of future use in replacement or repairs.
- r. Cleanup: Immediately after completing installation:
 - i. Remove Visible adhesive, seam sealer and other surface blemishes using cleaner recommended by manufacturer.
 - ii. Remove protruding yarns from carpet surface.
 - iii. Remove all debris and carpet remnants less than one yard from job site and dispose of properly. Carpet remnants in excess of one yard shall be returned to the Facilities Director.
- s. The Contractor shall use care in protecting building, equipment and furnishings when performing the work. The Contractor shall repair or be responsible for the cost to repair damage incurred in the process of performing required services.

NOTICE TO BIDDERS

Hanover Township ("Township") is accepting sealed bids from qualified contractors for the Hanover Township Senior Center Main Floor Carpeting Replacement Project ("Project") located in Cook County, Illinois. For more information regarding the Project, please contact Tracey Colagrossi, Director of Senior Services, at 630-483-5600 or Caleb Hanson, Director of Facilities and Road Maintenance.

Copies of the Bid Documents may be obtained from the Township website (www.hanover-township.org) beginning September 3, 2019. There will be a mandatory Pre-Bid Meeting for all contractors interested for bidding on the Project. The meeting shall be at the Hanover Township Senior Center located at 240 S. IL Route 59, Bartlett, Illinois 60103 on September 17, 2019 at 1 PM.

Sealed bids shall be submitted to the Township, and shall only be accepted by the Township, on forms furnished by the Township, and will be accepted by Katy Dolan Baumer, Hanover Township Clerk, at the Township Town Hall, Downey Hall, 250 South IL Route 59, Bartlett, Illinois 60103. All bids shall be submitted before 9:00 A.M. on September 23, 2019, at which time said Bids will be publicly opened and read aloud. Each Bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check, or Bank Draft, in an amount equal to ten percent (10%) of the Bid amount made payable to Hanover Township.

The Prevailing Wage Act (820 ILCS 130/01, *et seq.*) shall apply to the Project.

The successful Bidder for the Project, upon being given a written "Notice to Proceed" (Contract Award), shall be required to submit the following: (a) Labor & Material Payment Bond and Performance Bonds, each in the amount of one hundred ten percent (110%) of the accepted bid amount, naming Hanover Township as primary obligee, in a form deemed acceptable to the Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the accepted bid amount, guarantying successful Bidder's obligations under the Bid Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to the Township, to guaranty the performance of successful Bidder's obligations under the Bid Documents and the payment of all labor and materials furnished for the Project, including but not limited to, compliance with the Illinois Prevailing Wage Act. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal.

It is anticipated that Hanover Township will award the Contract to the successful Bidder on or about October 4, 2019. The Project must be performed in strict compliance with the Bid Documents and subsequent Contract and shall begin on or about October 28, 2019 and be completed no later than November 22, 2019. The Township reserves the right to reject any and all bids, accept all or part of any bid, and to waive minor irregularities and nonconformities in any bid when it is in the best interest of the Township.

Published in the Daily herald on September 3, 2019.

BID AND PROJECT SCHEDULE

Bid Notice Posted:	September 3, 2019
Mandatory Pre-Bid Meeting:	September 17, at 1 PM
Bid Due Date and Opening:	September 23, 2019 at 9 AM
Bid Award:	October 1, 2019
Award Notification:	October 4, 2019
Begin Construction:	October 28, 2019
Completion Deadline:	November 22, 2019

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Definitions. The following words and phrases, used herein, shall have the meaning ascribed to them as follows:

- A. "Township" or "Owner" shall mean the Township of Hanover, Cook County, Illinois.
- B. "Project" shall mean this Hanover Township Senior Center Main Floor Carpeting Replacement Project.
- C. "Project Work" shall mean the providing all materials, labor, tools, and related services for the Project, in strict compliance with the Bid Documents and subsequent Contract, with the most stringent and demanding requirements controlling.
- D. "Project Site" shall mean the Hanover Township Senior Center, 240 S. IL Route 59, Bartlett, Cook County, Illinois 60103.
- E. "Bid Documents" shall mean (i) these General Conditions and Instructions; (ii) the attached Bid Notice; (iii) the attached drawings; (iv) the attached Scope of Work and Specifications; (v) the attached Affidavits and Certifications; (vi) all addenda issued prior to bid opening; (vii) the Bid Proposal submitted by Bidder; and the (viii) Performance Bond, Payment Bond, Permit Bond, and/or Irrevocable Letter of Credit.
- F. "Bidder" shall mean each contractor bidding on this Hanover Township Senior Center Main Floor Carpeting Replacement Project
- C. "Successful Bidder" or "Contractor" shall mean the Bidder that receives the award of contract for the Project.

2. Preparation and Submission of Bid.

- A. The Bidder must submit its bid on the forms furnished by the Township. The bid form is contained in these Bid Documents. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary of a corporation, or the manager of a limited liability company. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution, or submission of bids shall be sufficient grounds for rejection of a bid. Upon request, the Bidder will provide proof to the Township that the signature on the bid form has the authority to bind the Bidder to the prices quoted and to the terms and conditions of a contract.
- B. The Bidder shall submit, at minimum, the following items as part of its bid:
 - Proposal;
 - Any and all Addenda, correctly followed and included in the submitted Bid;
 - Bid Bond;
 - Certification Letter for obtaining the Performance and Payment Bonds;
 - Certificate of Liability Insurance
 - Additional required items, typewritten and on Bidder's letterhead:
 - Name, address, and phone number for one contact person responsible for implementation of the bid;
 - Name(s) and Address(es) of Subcontractor(s);
 - Name(s) and Address(es) of Material Supplier(s); and
 - Federal Employer Identification Number (FEIN) of Bidder and all subcontractor(s).

- C. The bid amount submitted by Bidder shall include all costs of labor, material, equipment, allowance, fees, taxes, testing, inspections, permits, licenses, guarantees, warranties, insurance and bonds and/or letters of credit, contingencies, and all other fees, expenses, costs, profits, and overhead of Bidder to complete the Project in strict compliance with the Bid Documents and subsequent Contract. Carelessness in quoting prices or in preparation of bid will not relieve Bidder. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with the Bid Documents. The Township will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect
- D. Bidders must attend the Pre-Bid Meeting at the Project Site onsite on September 17, 2019 at 1 PM in accordance with the Notice to Bidders. Bidders who wish to visit the Project Site after the Pre-Bid Meeting may do so, through appointment only, by contracting the Tracey Colagrossi, Director of Senior Services, at 630-483-5600 or Caleb Hanson, Director of Facilities and Road Maintenance, at 630-483-5678.
- E. Bidder shall, before submitting a bid, carefully examine the Bid Documents and visit and inspect the Project Site. Failure to do so will not relieve the successful Bidder from the responsibility of properly estimating the difficulty or cost of successfully performing the work. Submission of a bid will be presumptive evidence that Bidder has carefully examined the Bid Documents, visited and inspected the Project Site, and is conversant with the facilities and difficulties, the requirements of pertinent State or Local laws, and the current Labor and Material Markets, and has made due allowance in his, her, or its Bid for all contingencies. No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the Project 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 the Bidder to fulfill in every detail all of the requirements of the Bid Documents, nor will be accepted as a basis for any claims whatsoever, for extra compensation
- F. Any explanation desired by a Bidder regarding the meaning or interpretation of any section, portion, term, etc., of the Bid Documents shall be requested in writing and with sufficient time allowed for a reply to reach each Bidder before the bid due date. Any interpretation made by Township will be in the form of an Addendum to the Bid Documents and will be made available to prospective Bidders on the Township website (www.hanover-township.org). Addendum receipt by the Bidder shall be acknowledged in the space provide on the bid form or by letter received before the bid due date. Oral explanations or instructions given before the award of the successful Bid shall not be binding on the Township.
- G. All bids shall be submitted in a sealed envelope stating the following information on the face of the envelope: Bidder's Name, Address, and shall be marked "Hanover Township Senior Center Main Floor Carpeting Replacement Project." Bids must be received by the Township Clerk no later than 9:00 a.m. on September 23, 2019. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for bids.
- H. Any Bidder may withdraw or modify his, her, or its bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters, or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid, and are received by the Township prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Modification of Bid on the Hanover Township Senior Center Main Floor Carpeting Replacement Project."

3. Basis of Award

- A. Award of a successful Bid will be made to the lowest responsible and responsive Bidder whose bid complies with the Bid Documents, as determined by the Township; provided, the Bid price is reasonable and it is in the interest of the Township to accept it. Conditional or qualified bids are subject to rejection in whole or in part. The Township reserves the right to reject any or all bids, to accept any proposal in its entirety or part thereof, and to waive minor irregularities, nonconformities, or variances in any bid, if in the judgment of the Township, the interests of the Township will be promoted thereby. The Township may reject any or all Bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Township, its Administrator, Supervisor, Board of Trustees, officials, directors, officers, employees, volunteers, agents, or representatives.
 - B. The Township reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in his/her bid shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid. The Township reserves the right to postpone the date of presentation and opening of bids, and will give written notice of any such postponement to each interested party who previously submitted a bid.
 - C. The Township may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the Project, and the Bidder shall furnish all such information and data for this purpose as the Township may request. The Township reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Bid Documents and subsequent Contract and to complete the work contemplated therein
 - D. An approved contract executed by the Township Supervisor is required before the Township is bound. An award may be canceled any time by the Township prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Township, the best interests of the Township will be promoted. In the event of such award cancellation, bidder/contractor's sole remedy shall be a refund of his/her/its bid bond.
- 4. Binding Obligation and Non-Assignability.** By submitting a bid, Bidder agrees that if awarded the contract for the Project, Bidder shall be contractually bound to perform the Project Work in compliance with the Bid Documents and subsequent Contract. The successful Bid and subsequent Contract shall be binding upon and inure to the benefit of the Township and Bidder and their respective successors and assigns. Notwithstanding the foregoing, Bidder shall not assign, lease, or sub-lease the successful Bid or subsequent Contract without the express written consent of the Township, which the Township may withhold in its sole and absolute discretion. Any such assignment without the Township's written approval shall be null and void. All sub-contractors shall be approved by the Township.
- 5. Bid Bond.** Each Bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check, or Bank Draft, in an amount equal to ten percent (10%) of the Bid amount made payable to Hanover Township to guarantee that if the bid is accepted, the Bidder will furnish a Performance Bond and Labor & Material Payment Bonds, or Irrevocable Letter of Credit of not less than 110% of the Contract Sum, and shall execute the Contract within ten (10) days of the award of the contract. In the event the bidder fails to furnish such bonds or irrevocable letter of credit and/or execute the Contract within said ten (10) days, the amount of the bond or irrevocable letter of credit shall be forfeited to the Township as liquidated damages.
- 6. Payment and Performance Bonds.** Prior to commencing the Project Work, Bidder shall submit the following: (a) Labor & Material Payment and Performance Bonds, each in the amount of one hundred ten percent (110%) of the accepted bid amount, naming Hanover Township as primary obligee, in a form deemed acceptable to the Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of

Credit in the amount of one hundred ten percent (110%) of the accepted bid amount, guarantying successful Bidder's obligations under the Bid and/or Contract Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to the Township, to guaranty the proper and faithful performance of successful Bidder's obligations under the Bid Documents and subsequent Contract and the payment of all debts incurred by Bidder in the execution of the Project Work, Repair Work, and/or Warranty Work, including those for labor and materials furnished, including, but not limited to, compliance with the Illinois Prevailing Wage Act. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bidder's bid. Failure to comply with the conditions set forth in the Bid Documents or subsequent Contract may result in the termination of a successful Bid and subsequent Contract or may result in default. In such event, Bidder may be liable for any costs of performing the Project Work, Repair Work, and/or Warranty Work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to Bidder. All differences after exhaustion of the bid guarantee shall be charged to Bidder.

- 7. Commencement and Completion Dates.** The Successful Bidder shall commence the Project Work no later than ten (10) days after receiving a written "Notice to Proceed," and shall complete the Project Work in strict compliance with the Contract Documents on or before November 22, 2019. Time is of the essence of the Contract.
- 8. Delays in Project Work.** Notwithstanding any provision herein to the contrary, Bidder shall not be entitled to an increase in the contract sum as a result of any delays in the progress of the Work. Bidder's sole remedy for delay shall be an extension of time. If Bidder, but for a delay not within Bidder's control, would have completed the Project Work prior to the project completion date, Bidder shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Project Work.
- 9. Material Inspection and Responsibility.** Materials, the style, make, or quality of which is specifically designated, shall be as specified. Should any substitution of material, item of equipment, or apparatus be made, the Township's written approval must be obtained prior to installation.
- 10. Change Orders.** Minor field changes to facilitate ease of construction in the best interest of the Township may be made in the field by the Township, with the understanding of both parties that no change in contract price is involved. Where proposed changes involve a modification to (i) the contract sum; (ii) the contract time, or (iii) material change in the Project Work, a written change order shall be prepared Project Manager. It shall be a condition precedent to the acceptance of any change order which involves an increase or decrease in the contract sum of \$10,000 or more or extends the time of completion by more than thirty (30) days, that the Township Board of Trustees shall have first approved of such written change order and made the requisite determinations and findings in writing required by 720 ILCS 5/33E-9. Other changes involving modifications to the contract sum, contract time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the contract time must be approved by the Township Administrator.
- 11. Investigations by Contractor.** Bidder acknowledges and agrees that he, she, or it has made such investigations as deemed necessary to perform the Project Work, including but not limited to, Project Site inspections, and represents and warrants that the Bid Documents are adequate and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.
- 12. Assumption of Liability.** To the fullest extent permitted by law, Bidder, its employees, agents, or anyone acting on behalf of any of them, assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable the Project, by Bidder, its employees, agents, and/or anyone acting on behalf of any of them. Bidder is aware of

the risks associated with the Project and Bidder voluntarily assumes those risks in consideration of the Project herein. The Township shall not be liable for any damage occasioned by failure to keep the Project property in repair and shall not be liable for any damage caused to any part of the Project site, property, or premises. Bidder agrees to indemnify and hold harmless the Indemnified Parties from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to the Bidder, its Bid, the subsequent Contract, or any fulfillment of the Project. Furthermore, the Township shall not be liable for any damages of any kind in the event the Project Site becomes unusable to Bidder for whatever reason.

13. Indemnification. To the fullest extent permitted by law, the Bidder shall be responsible for any and all injuries to persons or damages to property due to the activities of the Bidder, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. The Bidder agrees to waive any and all rights of contribution against and shall indemnify, defend, and hold harmless Hanover Township and its Administrator, Supervisor, Board of Trustees, officials, directors, officers, employees, volunteers, agents, and representatives, and their respective heirs, successors, and assigns (the "Indemnified Parties") from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with: (a) the Project Work, Repair Work, and/or Warranty Work, or on account of or in consequence of any neglect in safeguarding such work or using unacceptable materials in constructing such work; (b) any act or omission, neglect, or misconduct of the Bidder, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable; (c) Bidder's breach of any of its obligations under, or Bidder's default of, any provision of these Bid Documents or the subsequent Contract; (d) any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. In such case, Bidder shall at its own expense, appear, defend, and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties or any of them in any such action. This obligation is binding on the Bidder without regard to whether or not such claim, lawsuit, action, cost, and fee is caused in part by the act, omission, or negligence of the Indemnified Parties. This obligation shall survive the expiration and/or termination of the Project. In claims against the Indemnified Parties by an employee of the Bidder, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Bidder or subcontractor under any employee benefits act including but not limited to the Workers Compensation Act. In the event any such claim, lawsuit, or action is asserted, any such money due the Bidder under and by virtue of the Contract as shall be deemed necessary by the Township for the payment thereof, may be retained by the Township for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Bidder's surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied. No inspection by the Township or its employees or agents shall be deemed a waiver by the Township of full compliance with the requirements of the Bid Documents and subsequent Contract. This indemnification shall not be limited by any Performance Bond or insurance protection required of the Bidder herein. The obligations in this Paragraph 14 shall survive the completion of the Project.

14. Limitation on Township's Liability. Bidder shall waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Indemnified Parties and agrees not to make any claim or demand for such damages against the Indemnified Parties.

15. Disclaimer. Bidder expressly acknowledges that the Township makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Project Site for the purposes set forth herein, or for any other purpose or use, express or implied, by the Bidder. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED. Bidder accepts use of the Project Site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Bidder acknowledges that Bidder has inspected the Project Site to Bidder's

satisfaction as to the adequacy, fitness, and condition thereof.

16. Insurance.

A. Required Coverages. The Bidder shall procure and maintain for the duration of the Project Work, Repair Work, and/or Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in total bid amount set forth in the Bid Proposal.

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

Bodily Injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each employee

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

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: the Project Work, Repair Work, and/or Warranty Work, including activities performed by or on behalf of Bidder; premises owned, leased, or used by Bidder; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of two (2) years after final acceptance of the Project.

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

iv. *Excess Umbrella Liability Insurance Coverage.* Bidder shall maintain Excess Umbrella Liability Insurance coverage over CGL, Commercial Auto, and Employer's Liability with limits not less than the following:

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

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

B. Additional Insured. The required insurance coverages, with the exception of Workers Compensation, shall name Hanover Township and its 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 Bidder maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Bidder. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

As part of the provisions and requirement for this project, other entities may be required to be added as an "additional insured" on the liability insurance of the Bidder. The Bidder shall assure these entities are included as additional insured.

If the Additional Insured have not been included as an insured under the Commercial General Liability, Business Auto Liability, and Excess Umbrella Liability Insurance coverages required herein, Bidder waives all rights against each Additional Insured, for recovery of damages arising out of or incident to the Project Work.

- C. Acceptability of Insurers. Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Bidder must supply certified copies of the requested insurance policies within ten (10) days.
- D. Evidence of Insurance. Prior to beginning work, Bidder shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Bidder or any subcontractor of any tier from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of a successful Bid of subsequent 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.
- E. Cross-Liability Coverage. If Bidder's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Bidder may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.
- G. Hanover 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 Bidder, for any property injury, death, or other damage caused by Bidder and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Project Work.

- H. Failure to Comply with Insurance Reporting Provisions. All insurance required of Bidder shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.
- I. All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of Bidder shall provide that the insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- J. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to:
 - i. Allowing any work to commence by Bidder before receipt of Certificates of Insurance;
 - ii. Failing to review any Certificates of Insurance received;
 - iii. Failing to advise Bidder that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
 - iv. Issuing any payment without receipt of a sworn certification from Bidder stating that all the required insurance is in force.

Bidder agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

- K. Liability of Bidder is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Bidder and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Bidder, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Bidder to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Bidder's insurance.
 - A. Notice of Personal Injury or Property Damage. Bidder shall notify Township and Engineer, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.
 - B. Subcontractors. Bidder shall cause each subcontractor employed by Bidder to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- 17. Warranty.** Bidder shall assign all manufacturers' warranties for the Project Work to Township. Notwithstanding such assignments, Bidder expressly warrants to Township that all materials, supplies, and all labor furnished on or for the Project Work will be free from defects, and Bidder shall repair and/or

replace such defective supplies, materials and/or Project Work, at no cost to Township for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by Township. This warranty is in addition to, and not in lieu of the warranties set forth in the Bid Documents and subsequent Contract. Work performed under this warranty and/or those set forth in the Bid Documents or subsequent Contract shall be referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Bidder's receipt of notice from Township demanding the Warranty Work, weather permitting. If the Bid Documents or subsequent Contract provide for methods of construction, installation, materials, etc., which Bidder cannot warranty for the indicated period, it shall be the responsibility of Bidder to so inform Township in writing before submitting its bid. Otherwise, Bidder shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

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

19. Relationship of the Parties.

- A. Bidder understands, acknowledges, and agrees that the relationship of the Bidder to the Township arising out of any contract awarded in connection with the Project shall be that of an independent contractor. Neither Bidder, nor any employee or agent of Bidder, is an employee, partner, joint venturer, and/or agent of the Township, and therefore is not entitled to any benefits provided to employees of the Township. Bidder has no authority to employ/retain any person as an employee or agent for or on behalf of the Township for any purpose. Neither Bidder nor any person engaging in any work or services related to the Project at the request or with the actual or implied consent of the Bidder may represent himself to others as an employee of the Township. Should any person indicate to the Bidder or any employee or agent of Bidder by written or oral communication, course of dealing or otherwise, that such person believes Bidder to be an employee or agent of the Township, Bidder shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Bidder shall do so in Bidder's own business.
- B. Bidder shall at all times have sole control over the manner, means and methods of performing the services required by the Bid Documents or subsequent Contract according to its own independent judgment. Bidder acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Township shall not have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work, Repair Work, or Warranty Work since they are solely the Contractor's rights and responsibilities. The Bidder shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work; and the Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Project Site and all other persons who may be affected thereby.

20. Protection of the Work. It is the responsibility of the Bidder to adequately protect his work from vandalism, accidental damage, and access by unauthorized persons, for the general protection of the public, until the Project Work is accepted by the Township. The Bidder shall bear the cost of repairing or replacing any damaged work.

21. Access. Nothing in these Bid Documents or subsequent Contract shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate needs for such access, including access required to determine whether or not Bidder is in compliance with the terms and conditions of the successful Bid or subsequent Contract. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Bidder occupying the Project Site

under the authority of any Bid Documents or subsequent Contract.

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

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

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

24. Taxes. The Township is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by the Successful Bidder, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful Bidder and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Bid Amount submitted by the Bidder.

25. Certifications and Affidavits. Bidder shall furnish any affidavit or Certificate in connection with the work covered by these Bid Documents and/or the subsequent Contract, as required by law. Failure to do so may result in disqualification of the Bidder.

26. Permits and Bonds. In addition to the above-mentioned bonds, Bidder shall obtain at its sole cost any and all other bonds, permits, and approvals from any federal, state and/or local government and/or agency or body thereof that has jurisdiction over the Project Site and/or Project Work. The cost of such bonds, permits, and approvals is included in the contract sum.

27. Compliance With Law. All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations,

rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and all applicable Cook County, Illinois Building Codes (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties (as defined herein) from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

28. Collusive Bidding. Bidder represents and warrants that his, her, or its bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

29. Assurances. The Bidder and any and all subcontractor(s) to this Bid represent and warrant that, by submitting a Bid and by the signature(s) in said Bid, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project if awarded to Bidder. Said laws, ordinances, rules, and regulations shall include, but not limited to, those in relation to employment; discrimination; labor; contracting; flood hazard and environmental laws and regulations; the Illinois Drug Free Workplace Act and the Federal Drug Free Workplace Act; hazardous substances regulations; and lead-based paint regulations. In addition, the Bidder and any and all Subcontractor(s) specifically state and assure that:

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

- iii. The Bidder shall require that the language of this certification is included in the Bid Documents and subsequent Contract for all sub-awards with any and all Subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

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

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

31. Illinois Human Rights Act. The Bidder shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 *et seq.*, and actor represents and warrants to Township as follows:

- C. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- D. That, if it hires employees in order to perform this Project or any portion thereof, it will determine the availability, in accordance with the Illinois Department of Human Rights' (hereinafter, the "Department") Rules and Regulations, of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- E. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- F. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Bidder in its efforts to comply with such Acts and Rules and Regulations, Bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- G. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- H. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- I. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the obligations herein are undertaken or assumed, so that each provision will be binding upon such subcontractor. Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- 32. Prevailing Wage.** All laborers and mechanics employed by Bidder and by any subcontractor(s) on Project Work, Repair Work, and Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, (hereinafter, the "Act") (hereinafter "Prevailing Wages"). Bidder and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. Bidder agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Bidder shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. Bidder shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work on the Project and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to Bidder due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Bidder and not at the expense of Township. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. Bidder shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Project Work and for ensuring strict compliance with the requirements of the above mentioned Acts, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.
- 33. Illinois Freedom of Information Act.** The Bidder will maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Bidder shall produce records which are responsive to a request received by the Township under the Freedom of Information Act so that the Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Bidder shall so notify the Township and if possible, the Township shall request an extension so as to comply with the Act. In the event that the Township is found to have not complied with the Freedom of Information Act due to Bidder's failure to produce documents or otherwise appropriately respond to a request under the Act, then Bidder shall indemnify and hold the Township harmless, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.
- 34. Default.** In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in Paragraph 15 below.
- 35. Miscellaneous.** The terms of these Bid Documents set forth the entire understanding of the Township and Bidder. The Township and Bidder agree that the titles of the items in these Bid Documents, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose. These Bid Documents are submitted solely for the benefit of the contracting parties, and nothing in these Bid Documents are intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to these Bid Documents, or to acknowledge, establish, or impose any legal duty or obligation to any third party. Nothing in these Bid Documents shall be construed or interpreted in any way as a waiver, express or implied, of any common

law and/or statutory privilege and/or immunities of the Township, its Administrator, Supervisor, Board of Trustees, officials, directors, officers, employees, volunteers, agents, and representatives as to any claim, cause, and/or cause of action of any kind or nature whatsoever. If any clause, phrase, provision, or portion of these Bid Documents, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of these Bid Documents, nor shall it affect the application of any other clause, phrase, provision, or portion hereof to other persons or circumstances. In the event of any conflict between the terms and conditions of any of the Bid Documents, the most stringent requirements shall control. Bidder warrants that Bidder is authorized to execute and effectuate these Bid Documents and that the Bidder does so voluntarily.

36. Addenda. The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATED
_____	_____
_____	_____
_____	_____

AFFIDAVITS AND CERTIFICATIONS

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

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

Print Name of Bidder/Company

Signature of Authorized Officer

Printed Name of Signatory

Title of Signatory

Date

TAX COMPLIANCE AFFIDAVIT

I, the individual whose signature appears below on this bid for the Hanover Township Senior Center Main Floor Carpeting Replacement Project, being the duly appointed official of the bidding party and duly sworn and under oath, hereby certifies that the bidding party is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the Internal Revenue Service, or, if it is, it:

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

Print Name of Bidder/Company

Signature of Authorized Officer

Printed Name of Signatory

Title of Signatory

Date

SEXUAL HARASSMENT POLICY CERTIFICATION

The undersigned hereby certifies that _____(Name of Company) (“Bidder”) has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following, and that such policy shall remain in full force and effect throughout the term of the Hanover Township Senior Center Main Floor Carpeting Replacement Project.

Print Name of Bidder/Company

Signature of Authorized Officer

Printed Name of Signatory

Title of Signatory

Date

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

Print Name of Bidder/Company

Signature of Authorized Officer

Printed Name of Signatory

Title of Signatory

Date

BID FORM