

NORTHBROOK PUBLIC LIBRARY

INVITATION TO BID

**CATCH BASIN, MANHOLE AND ASPHALT
RENOVATION PROJECT**

BID PACKAGE

**BIDS DUE SEPTEMBER 7, 2018
AT 3:00 P.M.**

**ADMINISTRATION OFFICE
NORTHBROOK PUBLIC LIBRARY
1201 CEDAR LANE
NORTHBROOK, ILLINOIS 60062**

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NOTICE TO BIDDERS

The Northbrook Public Library will receive sealed Bids in an opaque envelope marked on the outside with the official name of the project for the Catch Basin, Manhole and Asphalt Renovation Project at the Administrative Office of the Northbrook Public Library, 1201 Cedar Lane, Northbrook, Illinois, until **September 7, 2018 at 3:00 p.m.**, local time, at which time and place all Bids will be publicly opened and read aloud in the Civic Room. Please submit two printed copies and one digital copy on a flash drive or CD. Bids received via facsimile or e-mail will not be accepted.

The contract documents and the Bid Package are on file beginning **August 29, 2018** and may be examined at the Administration Office of the Northbrook Public Library, 1201 Cedar Lane, Northbrook, Illinois or viewed online at the Library's website (www.northbrook.info). A copy of the same may be obtained at that location at no cost. Bids to be considered shall be prepared in accordance with the instructions contained in the Bid Package.

Information (other than in the form of a written Addendum issued by the Library) from any officer, agent, or employee of the Library or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and/or other contract documents.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

NORTHBROOK PUBLIC LIBRARY, ILLINOIS

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder will be required to (a) enter into a fully signed contract in writing with the Northbrook Public Library ("Library" or "Owner") covering matters and things as are set forth in the Bid Package; (b) execute a bond necessary for surety acceptable to the Northbrook Public Library in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the Library from all liens and damages arising out of the Work; (c) carry insurance acceptable to the Library covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the schedule of prevailing wages for Cook County attached hereto.

02. ACCEPTANCE OF BIDS

- a. The Library reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the 90-day time period. The Library reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.
- b. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the Library that it has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid documents which are not responsive to the requirements herein may not be considered by the Library for an award of the contract.

The contract will be awarded to the lowest responsible Bidder. In determining the responsibility of any Bidder, the Library may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the Library and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Bid will be awarded in the Library's best interests based on these and other legally-allowable considerations. The Library and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by

the Library for this purpose. Prior to award, the Bidder may be required to attend a post-Bid meeting at the Library's office or the Work site.

03. RECEIPT OF BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Administrative Office of the Northbrook Public Library, 1201 Cedar Lane, Northbrook, Illinois, in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time. Bids received via facsimile or e-mail will not be accepted.
- b. Any Bid received by the Administration Office of the Northbrook Public Library after 3:00 p.m. on September 7, 2018, shall be rejected.
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contain irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the bid form will be considered. Partial or incomplete Bids will not be considered.
- d. A MANDATORY PRE-BID site inspection is scheduled on September 4, 2018 at 10:00 a.m. at the Civic Room at the Northbrook Public Library, 1201 Cedar Lane, Northbrook, Illinois 60062. Bidders are required to attend.

04. WITHDRAWAL OF BIDS

Bidders may not withdraw their Bid after the Bid opening without the approval of the Executive Director of the Library. Requests to withdraw a Bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its Bid by written request, provided that the request is received by the Operations & Facilities Manager of the Library prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the Library prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

05. BID DEPOSIT

Each Bidder shall deposit with his Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the Northbrook Public Library, in an amount not less than 10 percent of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the Library a contract signed and executed by the contractor, proper insurance certificates and a Performance and Payment Bond in one hundred percent of the contract sum furnished by a responsible bonding company acceptable to and written upon

forms prepared or approved by the Library as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the Library of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the full contract price, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the Northbrook Public Library. All contractor and subcontractors bonds must include a provision that will guarantee the faithful performance of the prevailing wage clause as provided by contract or other written instrument.

07. LIBRARY'S AGENT

The Operations & Facilities Manager of the Library, or her delegate, shall represent and act for the Library in all matters pertaining to the Bid proposal and contract in conjunction thereto.

08. INVESTIGATION

All prospective Bidders are encouraged to visit the site to acquaint themselves with local conditions, access, scope of work, etc. It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Library of the compensation to the Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. It is the Bidder's responsibility to attend the mandatory prebid site inspection on September 4, 2018, and to completely inspect premises prior to submitting Bids to determine all requirements associated with the Work. Failure to do so will in no way relieve the successful Bidder from the necessity of providing, without additional costs to the Library, all necessary services that may be required to carry out the terms of the resulting contract. The Bidder must visit the Site of the proposed Work and fully inform himself as to the facilities involved, the difficulty and restrictions concerning the performance of the contract. No additional

compensation will be authorized for a Bidder's failure to be fully informed of the existing conditions. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies.

Before any award is made of the contract to the contractor, the contractor may be required to, upon request of the Library, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

The Library reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required.

10. BASIS FOR PROPOSAL

Proposals shall include all construction and services ("Work") required to complete the Project described in the Contract Documents. No substitutions for Work as described in the Contract Documents will be permitted

11. BID AWARD

Except as otherwise may be stated in the General and Special Conditions and Specifications, Bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the General and Special Conditions and Specifications at the net delivered price(s) shown and best responding to the needs of the Library, in the Library's sole discretion. However, if the Bidder modifies limits, restricts or subjects his Bid proposal to conditions that would change the requirements of the General and Special Conditions and Specifications, this would be considered a conditional or qualified Bid proposal and will not be accepted. The Library reserves the right to delete any Bid item listed in the Bid.

12. PRICES

The Contractor agrees to furnish and/or install the material and/or services and the Work for a stated lump sum price.

13. TAXES

The Northbrook Public Library is exempt, by law, from paying State and local Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon Library works and purchases.

14. DISQUALIFICATION OF CONTRACTORS

- A. More than One Proposal: No more than one proposal for the Work described in these Contract Documents from an individual, firm, partnership, corporation, or association, under the same or different names, may be considered.
- B. Collusion: If there are reasonable grounds for believing that collusion exists among the Bidders, the proposals of the participants in such collusion will not be considered.
- C. Default: If a Bidder is or has been in default on a contract with the Owner or in the payment of monies due the Owner its proposal will not be considered.
- D. Deficiencies: The Owner expressly reserves the right in its sole and absolute discretion to disqualify Bidders if:
 - 1. The proposal does not contain a standard or supplemental unit price for each pay item requested; or
 - 2. the proposal form is other than that furnished by the Owner or if the form is altered or any part thereof detached; or
 - 3. there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning, including but not limited to conditional surety and insurance commitment letters and unsigned or improperly signed proposals; or
 - 4. the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
 - 5. if the proposal is prepared with other than ink or typewriter; or
 - 6. the proposal was not received prior to the time for receipt of bids.

If the deficient Bidder is not disqualified, the Owner may demand correction of any deficiency and award the Contract to the Bidder.

15. DEFAULT

In case of default by successful Bidder, the Library will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

16. CANCELLATION

The Library reserves the right to cancel the whole or any part of the contract if the selected Bidder fails to perform any of the provisions in the contract or fails to make delivery within the time stated.

17. SIGNATURES

Each Bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the Library, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

18. GENERAL AND SPECIAL CONDITIONS

Wherever conditions are written into the General and Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in General and Special Conditions and Specifications shall take precedence.

19. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all licenses which may be required to complete the contract. All necessary permits which may be required to complete the contract will be obtained by Kloepper Construction.

20. REFERENCES

Sufficient references of all like public and/or private agencies must be filled out using Exhibit B.

All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate Northbrook Public Library personnel to supply all information necessary to complete these investigations. The Northbrook Public Library in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

21. DATA

Complete and detailed brochures and specifications for vehicles equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

22. SEQUENCE

The **Contractor Bid form(s) shall be the top (1st) sheet(s) of the Bid proposal package** returned to the Library for consideration. All other sheets and/or documentation shall follow.

23. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. Bidder shall indemnify and save harmless the Library and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. All Bidders must supply a certificate of eligibility (Exhibit A) to enter into public contracts.

- A. 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"). The Contractor is required to pay wage rates in accordance with the Illinois Prevailing Wage Act. The Owner has adopted the prevailing wages as determined by the Illinois Department of Labor ("IDOL") for Cook County effective September 1, 2017 as revised. A copy of the current prevailing wage rate is included herein. Such prevailing wage rates establish the minimum wages, overtime rate and fringe benefits to be paid by the Contractor and any subcontractors to all laborers, workers, mechanics, and owner/operators employed under this contract. The prevailing rates of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol and should be found at the following link: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> In the event that the IDOL should revise the prevailing rate of wages, then these revised rates shall apply to

the contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total contract price.

B. Contractor shall follow all State, County, Village or by any public body provisions for prevailing wages. Contractors shall submit two forms of Certification of Monthly Payroll with each monthly pay request.

1. Certification of Monthly Payroll (record copy) will include name, address, phone, Social Security number, classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of each day for each identified worker.
2. Certification of Monthly Payroll (public information copy) will include name, classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of each day for each identified worker (Note: No Social Security number and address of employees). This submission would be maintained by the Owner for five years and be provided upon receipt of a Freedom of Information Act request concerning labor at those sites during the period which contractors and subcontractors are employed at those sites.

24. RESPONSIBILITY FOR DAMAGE CLAIMS

The successful Bidder shall provide all insurance necessary to protect and save harmless the Northbrook Public Library and its employees as set forth in the General and Special Conditions and Specifications. Said insurance shall include contractual liability equal to the following indemnification and hold harmless agreement:

“The Bidder agrees to indemnify and save harmless the Northbrook Public Library , their agents and employees from and against all loss and expenses (including costs and attorneys’ fees) by reason of liability imposed by law upon the Northbrook Public Library for damages because of bodily injury, including death, at any time resulting there from sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Work, whether such injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors.”

The Bidder agrees to purchase a policy of insurance which shall include the Northbrook Public Library as an additional insured or provide separate coverage for the Library with an owner’s protective policy.

All such insurance must include an endorsement whereby the insurer agrees to notify the Department at least thirty (30) days prior to non-renewal, reduction or cancellation. The Bidder shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

25. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the Library and to be accepted by the Board of Library Trustees) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said Library from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said Library by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said Library and indemnify the Library therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the Library be considered a joint employer of same under any circumstance.

26. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the Library, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Library shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Library or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Library, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the Library, in the manner and subject to all of the requirements specified in the contract.

27. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the contract no later than October 15, 2018 unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion by December 1, 2018. The Bidder shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

28. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the Library , and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Operations & Facilities Manager, may be necessary to insure the delivery of the Work to the Library in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

29. CONTRACT

Acceptance of the bid proposal is contingent upon the Owner and Contractor fully executing a Standard Form of Agreement Between Owner and Contractor for a Small Project Where the Basis of Payment is a STIPULATED SUM, 1993 Edition, AIA Document A105 (as modified by Owner with the Rider to the Contract) including the General Conditions of the Contract for Construction of a Small Project, 1993 Edition, AIA Document A205 (as modified by Owner). This Agreement shall embrace and include all of the Contract Documents including the following: (1) Invitation to Bid; (2) Instructions to Bidders; (3) General and Special Conditions and Specifications; (4) the Rider to the General Conditions of the Contract for Construction of a Small Project, AIA Document A205; (5) Contractor's accepted Bid Proposal; (6) All issued Addenda; (7) Certificate of Eligibility to Enter Into Public Contracts; (8) Required Performance and Payment Bonds; and (9) Required Insurance Certificates.

30. TIMELINE FOR THIS PROJECT

Library issues invitation to bid	August 29, 2018
Mandatory Pre Bid Meeting	September 4, 2018 at 10:00 am
Deadline for submitting bids	September 7, 2018 at 3:00 pm
Bid opening	September 7, 2018 at 3:00 pm
Library completes bid evaluation	September 14, 2018
Library Board selects contractor	September 20, 2018
Successful contractor notified	September 21, 2018
Begin Work	No later than October 15, 2018
Work completed	December 1, 2018

31. QUALIFICATIONS OF BIDDER

Each Bidder must submit with its Bid the following attached forms: 1) a Certificate Under 720 ILCS 5/33E-11 of its eligibility to enter into public contracts - (**Exhibit A**); 2) - a statement of experience - (**Exhibit B**); 3) a statement of commitment - (**Exhibit C**); 4) a list of subcontractors - (**Exhibit D**); 5) a Bidder's Tax Certification - (**Exhibit E**); a Bidder's Certification (**Exhibit F**); 6) a Construction Progress Schedule (**Exhibit G**); and 7) a Quantity Sheet (**Exhibit H**).

Exhibit A

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____(name), certify that I am employed as the
_____(title) of _____(company), a bidder for the
contract for the work described in the bid to which this certificate is attached, and I
hereby certify that I am authorized to make this certificate and that I have personal
knowledge of the matters certified to herein, and that the company named above is not
barred from contracting with any unit of state or local government as a result of a
violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code
of 1961.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20____.

Notary Public

Exhibit B

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character which he has done, and shall give reference to its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract. References shall include the name and telephone number of the project representative to be conducted.

Name of Project (Owner) _____
Location _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____
Architect/Engineer _____
Telephone (Architect) _____

Name of Project (Owner) _____
Location _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____
Architect/Engineer _____
Telephone (Architect) _____

Name of Project (Owner) _____
Location _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____
Architect/Engineer _____
Telephone (Architect) _____

Name of Project (Owner) _____
Location _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____
Architect/Engineer _____
Telephone (Architect) _____

Exhibit C

STATEMENT OF COMMITMENT

The Bidder shall state below the current projects which he is currently under contract, dollar value of contracts, and estimated time of completion.

	Project and Location	Dollar Value	Estimated date of Completion	Percent Currently Complete
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Exhibit D

SUBCONTRACTORS

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and
2. The following list includes all subcontractors who will perform work representing approximately five percent or more of the Total Bid.
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

	Category	Name, Address, Phone # of Subcontractor
1		
2		
3		
4		
5		
6		
7		
8		
9		

Exhibit E

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 20__.

By _____
(Print Bidder's Executing Officer)

(Signature of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public

Exhibit F

BIDDER'S CERTIFICATION

The undersigned upon being first duly sworn, hereby certifies to the Northbrook Public Library, that:

- A. A complete set of Bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the Northbrook Public Library which would in any way be construed as unethical practice.
- C. I/We comply with all current Federal, State and Local laws, statutes, rules, and regulations referencing equal opportunity employment practices including those contained in the Illinois Human Rights Act as amended by Public Act 87-1257 in relation to employment and human rights.
- D. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other requirements contained in 775 ILCS 5/2-105 (A).
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as Northbrook Public Library sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. To the extent applicable, the Contractor agrees that it shall comply with the provisions of the employment of Illinois Workers On Public Works Act, as amended, relative to the employment of workers on this Project. The Contractor agrees to insert into each of its subcontracts a provision requiring that Illinois laborers (as defined in the Act) shall be used on the Project as required by the Act; provided, that other laborers may be used when Illinois laborers are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the contracting officer.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

Subscribed and Sworn to
Before me this ____ day
of _____, 20__

Notary Public

Exhibit G

CONSTRUCTION PROGRESS SCHEDULE

Bidder (Contractor) shall submit at time of bid a preliminary construction progress schedule noting installation timeframes for all major elements of this job within the substantial completion date of _____, 20__:

	Task	Timeframe for each Task, start to completion (example: November 2 - 8, 20__)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Exhibit H

Quantity Sheet

Quantity	Unit	Description	Unit Price	Amount
6280	S.Y.	Mill 4" of bituminous material	\$	\$
628	GAL.	Prime coat SS-1 @ 0.10 GAL/SY	\$	\$
6280	EA.	Binder course N-50	\$	\$
6280	S.Y.	Bituminous course N-50	\$	\$
1	L.S.	Restripe all pavement markings	\$	\$
1	L.S.	Remove and replace wheel stops	\$	\$
1	L.S.	Power sweep and clean lot	\$	\$
1	L.S.	Modilization	\$	\$
		TOTAL PAVING COST		\$
		ADDITIONAL		
Quantity	Unit	Description	Unit Price	Amount
10	EA	Remove damaged wheel stop and replace with new wheel stop	\$	\$
10	TONS	Full depth binder removal and replacement	\$	\$
50	C.Y.	Full depth base course removal and replace w/CA-6 aggregate	\$	\$
		Total Additional Cost		\$

Note:

1. Work shall be completed in 3 phases
2. Catchbasin and manhole repairs and adjustments by others
3. Concreate repairs (if any) by others
4. Material and compaction testing will be provided by others

Appendix A

GENERAL AND SPECIAL CONDITIONS AND SPECIFICATIONS

NORTHBROOK PUBLIC LIBRARY CATCH BASIN, MANHOLE AND ASPHALT RENOVATION PROJECT

1. General Information

The Northbrook Public Library (Library) is seeking a qualified contractor Catch Basin, Manhole and Asphalt Renovation work located at 1201 Cedar Lane, Northbrook, Illinois 60062 in accordance with the Project Specifications.

All work shall be backed with a minimum one-year warranty. Work must be completed in a safe and professional manner.

2. Form of Agreement

Standard Form of Agreement Between Owner and Contractor for a Small Project Where the Basis is a Stipulated Sum, 1993 Edition, AIA Document A105 (as amended by the Owner).

3. General Conditions

General Conditions of the Contract for Construction of a Small Project, 1993 Edition, AIA Document A205 (as amended by the Owner).

4. Contract Retainage

10% of each progress payment will be retained by the Owner. At Owner's option, retainage may be reduced to 5% of the time of substantial completion.

5. Insurance

The Contractor shall carry workmen's compensation and public liability insurance in the amounts set forth below and furnish the Owner with Certificates of Insurance prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Owner. The accepted Bidder, or Contractor, shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Owner. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Northbrook Public Library as additional insured.

- b. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
- d. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (1) allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance.
 - (2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Owner.

- e. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Owner in excess of policy limits or not covered by the policies purchased.
- f. The Contractor shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
- g. The Contractor shall provide insurance acceptable to the Owner. Such insurance shall include the following coverages in the following amounts:
 - (1) Workmen's compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois.
 - (2) Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- a. Bodily Injury \$1,000,000 each occurrence
\$1,000,000 aggregate
- b. Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate
- c. Covering the following hazards:
X(Explosion)
C(Collapse)
U(Underground)
- d. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the two-year period.

(3) Contractor Liability (Hold Harmless Coverage):

- a. Bodily Injury: \$1,000,000 each occurrence
- b. Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- c. Personal Injury \$1,000,000 aggregate
- d. Policy shall be endorsed to have General Aggregate apply to this Project only.

(4) Umbrella Excess Liability:

- a. Bodily Injury: \$2,000,000 over Primary Insurance
\$10,000 Retention

(5) Automobile Liability (owned, non-owned, hired):

- a. Bodily Injury \$1,000,000 each person
\$1,000,000 each accident
- b. Property Damage \$1, 000,000 each occurrence

- h. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Owner and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following: Board of Library Trustees for the Village of Northbrook and employees of the Northbrook Public Library;

6. Wage Rates

It is hereby stipulated that the Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the Instructions to Bidders for this Contract to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

Prevailing wage rates must be posted per State law. A copy of the current rate for Cook County is in this Bid Package and shall be incorporated into the Contract Documents.

7. Illinois Purchasing Act

Contractor shall be in compliance with all applicable provisions of the Illinois Purchasing Act.

8. Taxes

Contractor acknowledges that Owner is a tax exempt entity under the laws of the State of Illinois and that Owner shall, as part of its undertakings under this Contract, provide to the Contractor all certificates of exemptions and tax exempt numbers needed to entitle contractor to purchase material and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give Owner its full benefit of its tax-exempt status, and Contractor shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give Owner the full benefit of its tax exempt status. Owner shall not be liable for, and shall be entitled to a credit against the Contract sum for any sales tax paid by contractor or any subcontractor of any tier which is shown to have been charged to Owner as part of the Contract sum, as a component of the schedule of values, as a unit price, or otherwise.

9. Non-Discrimination: Human Rights Act/Sexual Harassment Policy

Human Rights Act:

Contractor hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or

unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

Sexual Harassment Policy:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner on request.

10. Local Government Prompt Payment Act

This Contract shall be subject to the provisions of the Local Government Prompt Payment Act. 50 ILCS 505/1 et seq.

11. No Damages for Delay

The Contractor agrees that in the event of delay for any reason caused by any party or person, it will be fully compensated for the delay by an extension of time to complete the Contract and will not seek additional compensation.

12. OSHA

This work is to be in accordance with the Williams-Stager Occupational Safety and Health Act of April 1970. The Contractor shall employ personnel who are experienced and competent in all tasks to be provided under the Contract. The Contractor is responsible to make sure that their personnel and any of their subcontractors (if applicable) are properly trained to perform all tasks expected of them and of all safety requirements according to OSHA requirements.

13. Hours of Work

Establish regular, daily working hours and maintain them throughout the job. Some work will be, by necessity, performed after hours. This is to be anticipated and included in the bid.

14. Removal of Rubbish

The Contractor will be responsible for the timely removal of rubbish from the site and for its legal disposal.

15. Site Protection

As required for public safety. Work areas must be secure from public access.

16. Fire Protection

Contractor to provide fire extinguishers if required by the authority having jurisdiction.

17. Damages During Course of Construction

Contractor will repair and replace all damaged property, including landscaping, belonging to the Owner during the course of the Project.

18. Drug Free Workplace

Contractor agrees to comply with the requirements of the Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*

19. No Waiver by Payment

Notwithstanding any language in the General Conditions or any other contract document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

20. Waiver of Lien

Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all work performed under the Contract relative to the Project including all work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors.

21. No Waiver of Subrogation

Notwithstanding any inconsistent or contrary provision in the General Conditions, the Owner shall not be deemed to have waived any right of subrogation which it, its insurance carrier, any self insurance risk pool or risk management association, (or any combination of these entities) may have against the Contractor or any subcontractor of any tier for any damage caused by Contractor or any subcontractor of any tier, to Owner or Owner's property.

22. No Damages for Delay

The Contractor agrees that in the event of delay for any reason caused by any party or person, it will be fully compensated for the delay by an extension of time to complete the Contract and will not seek additional compensation.

23. Certification to Enter Into Public Contracts

Contractor certifies that he/she is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

- 25. Time is of the essence for the performance of the Work required under the terms and conditions of the Contract.
- 26. The Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in Circuit Court of Cook County, Illinois.
- 27. The Contractor shall perform all Work required under the Contract Documents in conformance with all applicable federal, local and state laws, regulations and/or ordinances.

END OF SPECIAL CONDITIONS

Appendix B

BID PROPOSAL

PROPOSAL OF

DATED

(Name of Bidder)

(Date)

(Address)

For the Construction of the work included in the Contract for:

Northbrook Public Library
Catch Basin, Manhole and Asphalt Renovation Project
1201 Cedar Lane
Northbrook, Illinois 60062

Board of Library Trustees for the Village of Northbrook:

In submitting this proposal, I agree:

1. To not withdraw my proposal for a period of ninety (90) days after receipt of bids.
2. To enter into and execute a contract, if awarded on the basis of this proposal, and to furnish contract bonds within ten (10) days of a Written Notice of Award.
3. To construct the work in accordance with the Contract Documents.
4. To complete the work within sixty (60) calendar days after the date of the agreement and in accordance with my construction schedule here attached. I acknowledge that failure to submit a construction schedule may nullify my bid.

STIPULATED SUM: Having examined the Contract Documents including the Addenda numbered ____, ____, ____, ____, ____, the Undersigned proposes to furnish all labor and materials called for by said documents for work indicated in the following Base Bid, for "Northbrook Public Library Catch Basin, Manhole and Asphalt Renovation Project," as set forth in the Contract Documents, for the following sums:

BASE BID: All pre-sealing work as set forth in the Contract Documents, for the stipulated sum of: _____ DOLLARS (\$ _____).

BASE BID: All post-sealing work as set forth in the Contract Documents, for the stipulated sum of: _____ DOLLARS (\$ _____).

SCHEDULE

I have included my schedule for the work showing starting and completion dates for each element of work. I further certify that the work will be substantially completed within 30 days after receipt of the building permit or the notice to proceed, whichever is the latter of the two dates.

The undersigned is aware that the Federal Labor Standards and the Cook County Prevailing Wage Rates apply to all work performed on this Contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his subcontractors and/or any low tier subcontracts working under this contract.

I understand that the Owner reserves the right to waive any irregularities, technicalities, informalities, and other nonmaterial variances contained in any bid and to reject all bids.

Date _____

Firm Name _____

Seal (If Bid is by a Corporation)

Address _____

Signature _____

Printed Name _____

Title _____

By signing this bid, I certify that I have the authority to submit this bid on behalf of the named Bidder.

Appendix C

Prevailing Wage rates
for Cook County
effective Sept. 1, 2017

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FINISHER	ALL	BLD		58.58	62.58	1.5	1.5	2	10.69	13.08	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	3.00	1.08
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		46.35	48.85	1.5	1.5	2	7.05	8.95	1.85	1.32
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2		17.85	0.00	
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.48	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50		1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical system where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; a composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intend for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to be a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method or tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alabaster stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Red-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Tralling Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (Including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Appendix D

PROJECT SPECIFICATIONS

A. GENERAL

1. EARTHWORK AND PAVING SPECIFICATIONS

THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND ALL ADDENDA THERETO, SHALL GOVERN THE EARTHWORK AND PAVING WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.

2. UNDERGROUND SPECIFICATIONS

THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, SHALL GOVERN THE UNDERGROUND WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.

3. WORK

WORK SHALL MEAN THE FURNISHING OF ALL LABOR, MATERIAL, EQUIPMENT AND OTHER INCIDENTALS NECESSARY OR CONVENIENT TO THE SUCCESSFUL COMPLETION OF THE IMPROVEMENTS DESIGNED BY THE ENGINEER AND SHOWN ON THIS SET OF PLANS. WORK SHALL ALSO INCLUDE CARRYING OUT OF ALL THE DUTIES AND OBLIGATIONS IMPOSED BY THE AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR FOR THE PROPER INSTALLATION AND ACCEPTANCE OF THE IMPROVEMENTS DESIGNED BY THE ENGINEER AND SHOWN ON THIS SET OF PLANS.

4. COMPLIANCE WITH LOCAL ORDINANCES

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE VILLAGE OF NORTHBROOK'S ORDINANCES AND STANDARDS.

5. GUARANTEE

ALL WORK PERFORMED BY THE CONTRACTOR AND/OR SUBCONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED TO THE VILLAGE OF NORTHBROOK AND OWNER BY EACH CONTRACTOR AND SUBCONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS AFTER FINAL ACCEPTANCE OF THE WORK AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.

6. EXISTING UTILITIES

WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION AND ELEVATIONS OF UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO LOCATION AND ELEVATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDERS. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION AND ELEVATION OF UTILITY FACILITIES, NOR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT IS EACH CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE ACTUAL LOCATION AND ELEVATION OF ALL UTILITIES. EACH CONTRACTOR AND SUB- CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION AND ELEVATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING UNDERGROUND WORK SHALL CONTACT J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO START OF WORK.

7. SAFETY OF WORK

EACH CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. EACH CONTRACTOR AND SUBCONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE THE NECESSARY PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:

- A) ALL EMPLOYEES ON THE WORK AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED THEREBY;
- B) ALL THE WORK AND MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE; AND
- C) OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVE- MENTS, ROADWAYS, STRUCTURES, UTILITIES AND UNDERGROUND FACILITIES NOT DESIGNATED FOR REMOVAL, RELOCATIONS OR REPLACEMENT IN THE COURSE OF CONSTRUCTION.

D) EACH CONTRACTOR AND SUBCONTRACTOR SHALL DESIGNATE A RESPONSIBLE REPRESENTATIVE AT THE SITE WHOSE DUTY SHALL BE THE PREVENTION OF ACCIDENTS. THIS PERSON SHALL BE THE CONTRACTOR'S SUPERINTENDENT UNLESS OTHERWISE DESIGNATED IN WRITING BY THE CONTRACTOR TO OWNER.

8. EXISTING ELEVATIONS AND LOCATIONS

EVERY CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY THE ELEVATIONS AND LOCATIONS OF ALL EXISTING INFORMATION AS SHOWN ON THE PLANS AND NOTIFY THE ENGINEER OF ALL DISCREPANCIES, IN WRITING, PRIOR TO THE COMMENCEMENT OF THE WORK. EXISTING UNDERGROUND UTILITIES SHALL BE EXPOSED BY THE CONTRACTORS AND SUBCONTRACTORS PRIOR TO THE START OF CONSTRUCTION TO DETERMINE IF A PROBLEM OR CONFLICT EXISTS WITH THE PROPOSED IMPROVEMENTS AND TO AVOID DELAYS IN THE PROGRESS OF THE WORK ONCE THE WORK COMMENCES.

9. NOTIFICATION

THE VILLAGE OF NORTHBROOK'S ENGINEER SHALL BE NOTIFIED BY EVERY CONTRACTOR AND SUBCONTRACTOR AT LEAST TWO WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

10. COMPLIANCE WITH LAWS AND REGULATIONS

EVERY CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE SAFETY LAWS, REGULATIONS AND ORDINANCES; AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH ALL PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. EACH CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE WORKING PLACE FOR HIS EMPLOYEES. EACH CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR THE SUPERVISION, DIRECTION AND CONDUCT OF THEIR EMPLOYEES, AGENTS, MATERIAL SUPPLIERS AND VENDORS.

11. INDEMNIFY AND HOLD HARMLESS

EVERY CONTRACTOR AND SUBCONTRACTOR, BY USING THESE PLANS FOR HIS WORK, AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, THE VILLAGE OF NORTHBROOK, KLOEPFER CONSTRUCTION, HIS EMPLOYEES AND AGENTS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF THE CONTRACTOR'S OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.

EVERY CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE TO THE LIMITS REQUIRED BY THE OWNER AND VILLAGE OF NORTHBROOK PRIOR TO THE START OF CONSTRUCTION. BY USE OF THESE PLANS, EACH CONTRACTOR AND SUBCONTRACTOR AGREES TO NAME THE VILLAGE OF NORTHBROOK, DANIEL GREANEY COMPANY, ITS EMPLOYEES AND AGENTS, AND THE OWNER AS ADDITIONAL INSURED.

12. TRAFFIC CONTROL

TRAFFIC CONTROL SHALL BE USED WHEN NECESSARY AS DETERMINED BY THE CONTRACTOR AND SUBCONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE VILLAGE OF NORTHBROOK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS. COST OF TRAFFIC CONTROL SHALL BE INCIDENTAL TO THE CONTRACT.

13. MANHOLES, CATCH BASINS AND INLETS

MANHOLES, CATCH BASINS AND INLETS SHALL BE PRECAST REINFORCED CONCRETE WITH PRECAST REINFORCED CONCRETE BOTTOMS CONFORMING TO ASTM C-478.

14. FRAMES & LIDS

ALL FRAMES AND GRATES SHALL BE NEENAH MANUFACTURE OF THE TYPES SHOWN ON THE PLANS. MANHOLE AND VALVE VAULT COVERS SHALL BE TYPE "B" MACHINED BEARING WITH CONCEALED PICK HOLES AND SHALL BE IMPRINTED WITH THE WORD "SANITARY", "STORM" OR "WATER", AS APPROPRIATE. CATCH BASIN AND INLET GRATES SHALL BE TYPE "D".

15. UTILITY TRENCHES

ALL UTILITY TRENCHES UNDER AND WITHIN TWO FEET OF PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC., SHALL BE BACKFILLED WITH CA-6 CRUSHED STONE (GRADE 8 OR 9), COMPACTED IN 9" LIFTS TO 95% OF MODIFIED PROCTOR.

16. GRASS AREAS WITHIN RIGHT-OF-WAY

ALL GRASS AREAS WITHIN THE RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY PLACING A MINIMUM 6" TOPSOIL AND SOD.

17. EXISTING DITCH DRAINAGE

EXISTING DITCH DRAINAGE SHALL BE MAINTAINED DURING CONSTRUCTION. THE DITCH SHALL BE RESTORED BY GRADING TO UNIFORM SLOPE AND SEEDING.

18. PAVEMENT DISTURBED DURING CONSTRUCTION

ANY EXISTING ROADWAY PAVEMENT OR SHOULDER DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN ACCORDANCE WITH THE VILLAGE OF NORTHBROOK AND I.D.O.T. STANDARDS.

19. EXISTING DRAIN TILE
ALL EXISTING FIELD DRAINAGE TILE ENCOUNTERED OR DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM.
20. ITEMS NOT SPECIFICALLY SHOWN
ALL ITEMS THAT ARE NOT SPECIFICALLY SHOWN ON THE PLANS OR IN THE SUMMARY OF QUANTITIES BUT CAN REASONABLY BE INTERPRETED TO BE INCLUDED IN THE WORK DESCRIBED SHALL BE INCIDENTAL TO THE COST OF THE CONTRACT.
21. EXCESS TRENCH MATERIAL
THE UNDERGROUND CONTRACTOR SHALL DISPOSE OF EXCESS TRENCH MATERIAL OFFSITE.
22. FINAL FRAME ADJUSTMENTS
THE PAVING CONTRACTOR SHALL MAKE ALL NECESSARY FINAL ADJUSTMENTS TO EXISTING AND PROPOSED FRAMES, GRATES, LIDS AND STRUCTURES TO MEET FINAL FINISHED GRADES.
23. SHEETING AND BRACING
WHERE DETERMINED BY THE CONTRACTOR AND/OR SUBCONTRACTOR, SHEETING AND BRACING SHALL BE PLACED IN THE TRENCH AS MAY BE NECESSARY FOR THE SAFETY OF THE WORK AND PUBLIC, FOR THE PROTECTION OF THE WORKMEN, ADJACENT PROPERTIES, PAVEMENT OR STRUCTURES, AND FOR THE PROPER INSTALLATION OF THE WORK. IN ANY EVENT, THE MINIMUM PROTECTION SHALL CONFORM TO THE RECOMMENDATIONS IN O.S.H.A. SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION.
24. NOTICE TO CONTRACTOR
BEFORE BEGINNING CONSTRUCTION, EACH CONTRACTOR AND SUBCONTRACTOR MUST VERIFY THE LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS, THEY MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR AND SUBCONTRACTOR ASSUMES FULL RESPONSIBILITY.
25. CONTRACTOR(S)
FOR THE PURPOSES OF THESE SPECIFICATIONS, THE TERMS CONTRACTOR AND SUBCONTRACTOR SHALL MEAN ANY PERSON OR ENTITY THAT PROVIDES WORK FOR THE IMPROVEMENTS AS SHOWN ON THESE PLANS. THE ENGINEER, OWNER AND THE ARCHITECT ARE NOT CONSIDERED CONTRACTORS OR SUBCONTRACTORS.

B. STORM SEWER

1. CONCRETE STORM SEWER SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76. STORM SEWERS 8" TO 18" IN DIAMETER SHALL BE CLASS IV AND STORM SEWERS LARGER THAN 18" SHALL BE CLASS III.
2. STORM SEWER PIPE SHALL BE CORRUGATED HIGH DENSITY POLYETHYLENE PIPE MANUFACTURED WITH AN INTEGRALLY FORMED SMOOTH INTERIOR, MEETING THE REQUIREMENTS OF MSHTO M-252 AND M-294, TYPES (4"- 36") OR TYPED (12"- 48"). THE PIPE MATERIAL SHALL BE ADS N-12 (4"- 36") AND ADS N-12HC (42"-48") PIPE AS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS, INC. OR APPROVED EQUAL.
3. ALL P.V.C. STORM SEWER SHALL BE POLYVINYL CHLORIDE PIPE, SDR-26, CONFORMING TO ASTM D-3034 WITH GASKET JOINTS CONFORMING TO ASTM D-3212.
4. WHERE DUCTILE IRON PIPE IS SPECIFIED, THE SEWER SHALL BE D.I.P. (CLASS 52) CONFORMING TO ANSI A21.51, WITH JOINTS CONFORMING TO ANSI A21.11.
5. ALL ADS STORM SEWER SHALL BE N-12 PIPE MEETING THE REQUIREMENTS OF AASHTO M252, TYPES, FOR STORM SEWERS 4" THROUGH 10" IN DIAMETER, AND MSHTO M294, TYPE S, OR ASTM F2306 FOR STORM SEWERS 12" THROUGH 60" IN DIAMETER.

PIPE SHALL BE JOINED USING A BELL & SPIGOT JOINT MEETING AASHTO M252, MSHTO M294 OR ASTM F2306. THE JOINT SHALL BE SOIL-TIGHT AND GASKETS, WHEN APPLICABLE, SHALL MEET THE REQUIREMENTS OF ASTM F477. GASKETS SHALL BE INSTALLED BY THE PIPE MANUFACTURER AND COVERED WITH A REMOVABLE WRAP TO ENSURE THE GASKET IS FREE FROM DEBRIS. A JOINT LUBRICANT SUPPLIED BY THE MANUFACTURER SHALL BE USED ON THE GASKET AND BELL DURING ASSEMBLY.

FITTINGS SHALL CONFORM TO MSHTO M252, AASHTO M294, OR ASTM F2306.

VIRGIN MATERIAL FOR PIPE AND FITTING PRODUCTION SHALL BE HIGH DENSITY POLYETHYLENE CONFORMING WITH THE MINIMUM REQUIREMENTS OF CELL CLASSIFICATION 424420C FOR 4" THROUGH 10" (100 TO 250 MM) DIAMETERS, OR 435400C FOR 12" THROUGH 60" (300 TO 1500 MM) DIAMETERS, AS DEFINED AND DESCRIBED IN THE LATEST VERSION OF ASTM D3350, EXCEPT THAT CARBON BLACK CONTENT SHOULD NOT EXCEED 5%. THE 12" THROUGH 60" (300 TO 1500 MM) VIRGIN PIPE MATERIAL SHALL COMPLY WITH THE NOTCHED CONSTANT LIGAMENT-STRESS (NCLS) TEST AS SPECIFIED IN SECTION 9.5 AND 5.1 OF MSHTO M294 AND ASTM F2306, RESPECTIVELY. INSTALLATION SHALL

BE IN ACCORDANCE WITH ASTM D2321 AND ADS PUBLISHED INSTALLATION GUIDELINES WITH THE EXCEPTION THAT MINIMUM COVER IN TRAFFICKED AREAS FOR 4" THROUGH 48" (100 TO 1200 MM) DIAMETERS SHALL BE ONE FOOT (0.3 M), AND FOR 60" (1500 MM) DIAMETERS SHALL BE 2 FEET (0.6 M) IN SINGLE RUN APPLICATIONS. CONTACT THE LOCAL ADS REPRESENTATIVE OR VISIT THEIR WEBSITE AT WWW.ADS-PIPE.COM FOR A COPY OF THE LATEST INSTALLATION GUIDELINES.

6. ALL NYLOPLAST BASINS SHALL BE CONSTRUCTED AND INSTALLED TO THE MANUFACTURER'S SPECIFICATIONS AND WITH THE PROPER FITTINGS AT THE PIPE CONNECTION POINTS. ALL BASINS AND GRATES SHALL BE RATED FOR H-20 TRAFFIC LOADING IN PAVEMENT AND TRAFFIC AREAS AND H-10 TRAFFIC LOADING IN LAWN AREAS.
7. STORM SEWER JOINTS FOR CONCRETE PIPE SHALL BE RUBBER GASKET "O" RING TYPE CONFORMING TO ASTM C-443.
8. FRAME AND GRATE SHALL BE OF NEENAH MANUFACTURE, OF THE TYPE SHOWN ON THE PLAN FOR CONCRETE STRUCTURES.

C. PAVING

1. BASE COURSE SHALL BE AGGREGATE BASE COURSE, TYPE B (CRUSHED STONE, CA-6), CONFORMING TO THE STANDARD SPECIFICATIONS.
2. SURFACE COURSE AND BINDER COURSE SHALL BE HOT MIX ASPHALT CONFORMING TO IDOT STANDARDS.
3. CURB AND GUTTER AND BARRIER CURB SHALL BE PORTLAND CEMENT CONCRETE WITH AIR ENTRAINMENT OF 5%+/-1%. AN SI MIX SHALL BE USED. MAXIMUM ALLOWABLE SLUMP IS 3 INCHES. CURING COMPOUND SHALL BE APPLIED AFTER FINISHING. CURB BACKFILL SHALL BE INCIDENTAL TO THE CURB CONTRACT.
4. A 3/4 INCH FIBER EXPANSION JOINT SHALL BE INSTALLED WHERE THE CURB ABUTS AN EXISTING CURB, A SIDEWALK, FOUNDATION WALL OR OTHER STRUCTURE.
5. CURB AND GUTTER SHALL HAVE SAWED CONTRACTION JOINTS AT MAXIMUM INTERVALS OF 20 FEET AND 3/4 INCH FIBER EXPANSION JOINT AT MAXIMUM INTERVALS OF 60 FEET.
6. SIDEWALKS SHALL BE PORTLAND CEMENT CONCRETE WITH AIR ENTRAINMENT OF 5%+/-1%. CLASS SI MIX SHALL BE USED. MAXIMUM ALLOWABLE SLUMP IS 4 INCHES. CURING COMPOUND SHALL BE APPLIED AFTER FINISHING. SIDEWALK THICKNESS SHALL BE 5 INCHES AND 6 INCHES THICK AT DRIVEWAYS OVER 2" OF COMPACTED CA-6.

7. SUBGRADE SHALL BE FINISHED TO DESIGN SUBGRADE ELEVATIONS BY THE EARTHWORK CONTRACTOR. FINE GRADING FOR PAVEMENTS AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.
8. THE BASE COURSE SHALL BE PRIMED AT THE RATE OF 0.10 GALLONS PER SQUARE YARD WITH A LIQUID ASPHALT CONFORMING TO I.D.O.T. STANDARDS AND APPROPRIATE FOR PREVAILING WEATHER CONDITIONS. PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
9. PAVEMENT SHALL BE CONSTRUCTED ON A THOROUGHLY COM- PACTED SUBGRADE MEETING THE REQUIREMENTS OF SECTION 300 OF THE STANDARD SPECIFICATIONS.

PRIOR TO PLACEMENT OF THE PROPOSED PAVEMENT, THE SUBGRADE SHALL BE PROOF ROLLED BY THE PAVING CONTRACTOR WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK (MINIMUM 20 TONS).

PROOF ROLLING SHALL BE WITNESSED BY THE MATERIALS CONSULTANT, ARCHITECT OR ENGINEER.

10. PAVEMENT MARKINGS SHALL BE FACTORY MIXED, QUICK DRYING AND NON-BLEEDING CHLORINATED RUBBER-BASED PAINT COMPLYING WITH FS TT-P-115CM, TYPE III. STRIPES SHALL BE 4 INCHES IN WIDTH, EXCEPT WHERE OTHER WIDTHS ARE SPECIFIED ON THE PLANS. PAINT SHALL BE APPLIED AT MANUFACTURER'S RECOMMENDED RATES. COLOR OF STRIPING SHALL BE YELLOW OR WHITE, AS DIRECTED BY THE OWNER OR ARCHITECT.
11. ALL EXISTING AND PROPOSED STRUCTURES WITHIN AREAS OF PROPOSED PAVING (MANHOLES, VALVE BOXES, ETC.) SHALL BE ADJUSTED BY THE PAVING CONTRACTOR TO MEET THE PROPOSED SURFACE ELEVATION.
12. THE PAVING CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER DRAINAGE ON THE PROPOSED PAVEMENT. WHERE THE CONTRACTOR IS IN DOUBT ABOUT THE PROPER DIRECTION OF DRAINAGE, HE SHALL REQUEST ASSISTANCE FROM THE ARCHITECT OR ENGINEER.

D. EARTHWORK

1. EARTHWORK UNDER THIS CONTRACT WILL INCLUDE, BUT IS NOT NECESSARILY LIMITED TO, THE FOLLOWING:
 - A) INSTALL ALL EROSION CONTROL MEASURES AS REQUIRED.
 - B) PROTECTION OF CERTAIN TREES, AS DIRECTED BY THE VILLAGE OF NORTHBROOK OR OWNER.
 - C) REMOVAL OF EXISTING PAVEMENT FROM THE SITE.
 - D) STRIPPING OF ALL TOP SOIL AND OTHER UNSUITABLE MATERIALS AND STOCKPILING WHERE DIRECTED BY THE VILLAGE OF NORTHBROOK OR OWNER.
 - E) CLAY EXCAVATION, PLACEMENT AND COMPACTION AS NECESSARY TO OBTAIN DESIGN SUBGRADE ELEVATIONS FOR PAVEMENT, LAWN, AND STORM WATER DETENTION AREAS.
 - F) REMOVAL OF ALL EXCESS MATERIALS FROM THE SITE LEAVING SUFFICIENT TOPSOIL FOR LANDSCAPING, INCLUDING BERMS.
 - G) GRADING OF ALL SWALES AS INDICATED ON PLANS.
2. ALL WORK SHALL CONFORM TO THE APPLICABLE PROVISIONS OF SECTION 200 OF THE STANDARD SPECIFICATIONS.
3. PAVEMENT AREAS SHALL BE GRADED TO THE PROPOSED SUBGRADE ELEVATION. FINE GRADING OF PAVEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.
4. EMBANKMENTS FOR PAVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%), BASED ON ASTM D-1557-90 LABORATORY PROCEDURE. EMBANKMENTS IN LAWN AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) BASED ON ASTM D-1557-90.
5. THE EARTHWORK CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS OF ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES. THE COST OF ALL WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT, AND NO SEPARATE PAYMENT WILL BE MADE.

E. SOIL EROSION CONTROL

1. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATION.
2. ALL STORM STRUCTURES SHALL BE PROTECTED BY COIR WATTLE FILTERS, "CATCH-ALL" FILTER BASKETS OR EQUAL, UNTIL PAVEMENT HAS BEEN INSTALLED AND PERMANENT VEGETATION HAS BEEN ESTABLISHED.
3. CONTRACTOR AND SUBCONTRACTOR SHALL INSPECT THE COIR WATTLE FILTERS, "CATCH-ALL" FILTER BASKETS OR EQUAL, AND SILT FENCING PERIODICALLY AND MAINTAIN OR REPLACE AS NECESSARY.
4. ALL OTHER SOIL EROSION CONTROL DEVICES AND MEASURES DEEMED NECESSARY BY THE VILLAGE ENGINEER SHALL BE IMPLEMENTED IMMEDIATELY UPON NOTIFICATION OF THE CONTRACTOR AND SUBCONTRACTOR.
5. THE EARTHWORK CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS AS SHOWN ON THE PLANS AND ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES. THE COST OF ALL WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT, UNLESS A SEPARATE PAY ITEM IS SHOWN.

F. RESTORATION AND TREE PRESERVATION

1. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, EXCEPT WHERE SOD IS SPECIFICALLY INDICATED ON THE PLANS.
2. SEEDING SHALL INCLUDE A MINIMUM OF 6 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 250 OF I.D.O.T. STANDARD SPECIFICATIONS FOR CLASS 1 SEEDING.
3. SODDING SHALL INCLUDE A MINIMUM OF 6 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 252 OF I.D.O.T. STANDARDS.
4. CERTAIN TREES WILL BE DESIGNATED BY THE OWNER TO BE PRESERVED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE. FOR ANY DAMAGE TO SUCH TREES AND SHALL PROVIDE TEMPORARY FENCES AND OTHER MEASURES, AS NECESSARY, WITH ALL SUCH MEASURES CONSIDERED AS INCIDENTAL TO THE CONTRACT.

5. ALL DISTURBED LAWN AREAS WITHIN THE PUBLIC RIGHT-OF-WAY/ EASEMENTS WILL BE RESTORED WITH 6" OF TOPSOIL AND SOD AND ALL DAMAGED PORTIONS OF PUBLIC SIDEWALK ARE TO BE RE- PLACED WITH 5" P.C.C., CLASS S1 OVER A3" CA-6BA.

G. NORTH ENTRANCE ADA RAMP

THIS IS AN ADDEDUM TO THE PROJECT – SPECIFICATIONS TO BE PROVIDED AT THE MANDATORY PRE BID WALKTHROUGH ON TUESDAY, SEPTEMBER 4, 2018.

H. ELECTRIC ADDITION

1. TO TRENCH AND INSTALL 2 – 2" PVC CONDUITS, 120LF EACH, FROM THE EXISTING SIGN AT THE NORTHWEST CORNER OF THE PROPERTY TO THE EXISTING CONDUIT ON THE WEST SIDE OF THE BUILDING. ONE CONDUIT TO BE USED FOR FUTURE.
2. REPLACE 40 SQUARE FEET SOD REMOVED TO TRENCH ELECTRIC.
3. REPLACE 1 – 5' X 5' SIDEWALK SQUARE REMOVED TO TRENCH ELECTRIC.
4. ELECTRICAL CONNECTION AT THE EXISTING SIGN.
5. ELECTION CONNITION TO THE EXSISTING ELECTRIC AT BUILDING.

I. PHASING OF PROJECT

THE PHASING PLAN AND TRAFFIC CONTROL WILL BE PROVIDED BY KLOEPFER CONSTRUCTION. THE PROJECT WILL BE BROKEN DOWN INTO 3 PHASES – THE MAIN LOT WILL BE PHASE 1 AND 2 AND THE STAFF LOT WILL BE PHASE 3. THE PORTION OF THE PARKING LOT NOT BEING RENOVATED WILL BE USED FOR PATRON PARKING. BIDDERS MUST AGREE TO FOLLOW THE PHASING PLAN AS PRESCRIBED BY KLOEPFER CONSTRUCTION.

NORTHBROOK PUBLIC LIBRARY

LOCATION	DESCRIPTION	UNIT COST
Manhole 1	No repairs required.	
Manhole 2	Repair mortar around pipe inside structure.	
Manhole 3	Repair mortar on spacer rings.	
Manhole 4	No repairs required.	
Catch basin 1	Remove existing damaged 2" concrete spacer ring and install new 2" concrete spacer ring. Reinstall existing frame and lid, mortar seems.	
Catch basin 2	No repairs required.	
Catch basin 3	Remove 48" concrete structure. Install new 48" structure and connect existing pipes as they were. Make necessary adjustments to match existing grade. Reuse existing frame and lid.	
Catch basin 4	Remove existing damaged 2" concrete spacer ring and install new 2" concrete spacer ring. Reinstall existing frame and lid, mortar seems.	
Catch basin 5	Remove existing damaged 2" concrete spacer ring and install new 2" concrete spacer ring. Reinstall existing frame and lid, mortar seems.	
Catch basin 6	Remove 48" concrete cone section and install new 48" concrete cone section. Making necessary adjustments to meet existing pavement. Reuse existing frame and lid.	
Catch basin 7	Repair mortar around pipe inside structure.	
Catch basin 8	No repairs required.	
Catch basin 9	No repairs required.	
Catch basin 10	Repair mortar between frame and structure.	
Catch basin 11	No repairs required.	
Catch basin 12	Repair mortar around pipe inside structure.	
Catch basin 13	Repair mortar around pipe inside structure.	
Catch basin 14	Remove 24" concrete structure and replace with new 24" concrete structure. Connect existing pipes as necessary. Make adjustments required to match existing grade. Reuse existing frame and lid.	
Catch basin 15	Remove 24" concrete structure and replace with 36" concrete structure. Make necessary adjustments to reconnect existing pipes. Make adjustments to match existing grade. Reuse existing frame and lid.	
	All spoils to be hauled out.	
	All excavated holes to be backfilled with CA7.	
	Pavement shall be restored by others.	

Appendix E

AIA Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the
in the year

day of

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's Residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

and the Contractor:

(Name, legal status, address and other information)

for the following Project:

(Name, location and detailed description)

The Architect:

(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

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16	TERMINATION OF THE CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

1. this Agreement signed by the Owner and Contractor;
2. the drawings and specifications prepared by the Architect, dated _____, and enumerated as follows:

Drawings:

Number	Title	Date
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Specifications:

Section	Title	Pages
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- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
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- .4 written orders for changes in the Work issued after execution of this Agreement; and

- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
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§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of Insurance

Limit of Liability (\$0.00)

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other, and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

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ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor; will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payments may similarly be made for materials and equipment stored and protected from damage off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the

Init.

Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from

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the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature) _____

CONTRACTOR (Signature) _____

(Printed name, title and address)

(Printed name, title and address)

LICENSE NO.: _____

JURISDICTION: _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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APPENDIX F

RIDER TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A RESIDENTIAL OR SMALL COMMERCIAL PROJECT (AIA DOCUMENT A105 – 2007) NORTHBROOK PUBLIC LIBRARY (“OWNER”) AND _____ (“CONTRACTOR”)

The following provisions, notwithstanding any provisions to the contrary, amend, delete, replace and add to the Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, AIA Document A105 – 2007 Edition (as modified by Owner). Where the terms of this Rider are in conflict with the terms of the Standard Form of Agreement, the terms of this Rider shall prevail. Where the provisions of the Standard Form of Agreement are modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

ARTICLE 4. PAYMENT

§ 4.1 Replace the words “certified by the Architect” with “approved by the Owner”.

ARTICLE 5. INSURANCE

§ 5.1. Add the following after Section 5.1:

“The Contractor shall carry Workers’ Compensation and public liability insurance in the amounts set forth below and furnish the Owner with Certificates of Insurance prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Owner. The accepted Bidder, or Contractor, shall have the following obligations with regard to insurance coverage for the Work under the Contract:

a. All Certificates of Insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Owner. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name NORTHBROOK PUBLIC LIBRARY as additional insured on a Primary, Non Contributing basis including a Waiver of Subrogation in favor of NORTHBROOK PUBLIC LIBRARY.

b. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as excess or on a contingent basis.

c. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and

subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.

d. The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Owner.

e. Contractor shall provide insurance acceptable to the Owner. Such insurance shall include the following coverages in the following amounts unless other such amounts and types of coverages are found to be acceptable to the Owner:

(1) Workers' Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois.

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

- a. Bodily Injury: \$1,000,000 each occurrence
\$2,000,000 aggregate
- b. Property Damage: \$1,000,000 each occurrence
\$2,000,000 aggregate
- c. Covering the following hazards:
X (Explosion)
C (Collapse)
U (Underground)
- d. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the two-year period.

(3) Contractor Liability (Hold Harmless Coverage):

- a. Bodily Injury: \$1,000,000 each occurrence
- b. Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- c. Personal Injury: \$1,000,000 aggregate
- d. Policy shall be endorsed to have General Aggregate apply to this Project only.

(4) Umbrella Excess Liability:

- a. Bodily Injury: \$2,000,000 over Primary Insurance
\$10,000 Retention

(5) Automobile Liability (owned, non-owned, hired):

- a. Bodily Injury: \$1,000,000 each person
\$1,000,000 each accident

b. Property Damage: \$1,000,000 each occurrence"

§ 5.5. Delete Section 5.5 in its entirety.

ARTICLE 7. OWNER

§ 7.2 **Owner's Right to Stop the Work.** Add the following after the first sentence of this Section 7.2: "The exercise by Owner of its right to stop Work in the event of Contractor's default shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety."

ARTICLE 8. CONTRACTOR

§ 8.1.2 Replace the word "Architect" with "Owner".

§ 8.2 **Contractor's Construction Schedule.** Delete the words "and Architect".

§ 8.3 Supervision and Construction Procedures

§ 8.3.2 In the first sentence, delete the words "through the Architect". In the second sentence, delete the words "or Architect" and change the word "have" to "has".

§ 8.4. Labor and Materials

Insert the following subsections:

§ 8.4.3 The Contractor and all trades shall conduct all their operations on this Project in such a manner that no labor or jurisdictional disputes arise.

§ 8.4.4 Contractor shall comply with all applicable laws and regulations relating to employment, including, but not limited to, the Fair Labor Standards Act and the Occupational Safety and Health Act of 1970. Contractor shall hold the Owner harmless from and reimburse it for any and all costs, damages and expenses (including attorney's fees) suffered by it directly or indirectly through the failure of Contractor to comply with any such laws, regulations or orders.

§ 8.4.5 Labor: Contractors and subcontractors employed upon work shall be required to conform to Labor Laws of the state in which the Project is located and various acts amendatory and supplementary thereto and to other law, ordinance and all requirements applicable thereto.

§ 8.4.5.1 Foremen, mechanics and employees of Contractor whose work is unsatisfactory to Owner, or Architect or are considered to be careless, incompetent, unskilled or otherwise objectionable shall be dismissed from work upon notice from the Owner.

§ 8.4.5.2 It shall be the duty of every contractor engaged in this work to enforce among all workmen directly or indirectly employed by him, all rules which Owner may lay down for conduct of workmen on premises.

8.5. WARRANTY

§ 8.5 Warranty. In the first line in Section 8.5, delete “and Architect”. In the third line in Section 8.5 delete the phrase “not inherent in the quality required or permitted,” and insert the following in the third line after the word “defects”: “in material and workmanship for three (3) years from the date of issuance of the final payment by Owner, and deficiencies shall be corrected by the Contractor immediately upon notification from the Owner;”

Insert the following after the last word in the section:

“Such warranty does not preclude the Owner’s right to bring action for breach of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.”

§ 8.6 Taxes. Delete this Section in its entirety and substitute the following: “The Owner is exempt from federal, state and local sales and excise taxes because it is a public body.”

§ 8.7 Permits, Fees and Notices

§ 8.7.2 Change the word “Architect” to “Owner”.

§ 8.8 Submittals. Change the word “Architect” to “Owner”.

ARTICLE 9. ARCHITECT

Substitute the word “Owner” for “Architect” in all sections of Article 9.

§ 9.1 Delete the second sentence.

§ 9.4 Replace the word “certify” with “determine”.

§ 9.7 Delete the words “either the Owner or” and insert the word “the” after the word “from”.

§ 9.8 Delete Section 9.8 in its entirety.

§ 9.9 Delete Section 9.9 in its entirety.

ARTICLE 10. CHANGES IN THE WORK

§ 10.1. Delete Section 10.1 in its entirety and insert the following:

“After execution of the Contract, changes in the Work may be accomplished by Change Order or by order of a minor change in the Work. No Change Orders shall be issued for the Work under this Contract which authorize or necessitate an increase or decrease in the cost of the Contract by a total of \$10,000 or more or in the time of completion by a total of thirty (30) days or more unless a written determination is made by the Owner or a duly authorized designee of the Owner other than the Architect:

1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time this Contract was signed; or

2. The change is germane to the original Contract as signed; or

3. The Change Order is in the best interest of the Owner and is authorized by law;
and

4. If applicable, that any change resulting in an increase in the Contract Sum of 50% or more will require the Owner to submit the change to competitive bidding in the same manner as the original Contract was bid."

§ 10.2. Delete Section 10.2 in its entirety.

§ 10.3. Delete Section 10.3 in its entirety.

ARTICLE 11. TIME

Delete all of the sections in Article 11 and replace with the following:

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.1.1 The Contractor is solely responsible for substantially completing the Work of the project by December 1, 2018. This responsibility includes all work including that of the Contractor's forces, Subcontractors and suppliers. The Contractor acknowledges that the Owner will suffer significant financial losses if the Work is not complete by the dates set forth in the Contract Documents, plus any extensions thereof allowed. The Contractor further acknowledges that the measure of such loss would not be susceptible to precise calculation. To protect the Owner against said loss, the Owner and Contractor hereby agree that the Contractor and Contractor's surety, if any, shall be liable for and shall pay to the Owner liquidated damages, not as a penalty, for delay in performance, as follows: FIVE HUNDRED DOLLARS (\$500.00) per calendar day for each day of delay from December 1, 2018.

The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the Owner for additional personnel efforts in administering the Contract after the scheduled completion date, Owner inconvenience, lost opportunities, and lost confidence in the Library and morale of the Library when work is not completed on time. In order to recover liquidated damages, the Owner is under no obligation to prove the actual damages sustained by the Owner due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed as set forth above, and the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the Surety. The Owner has the option to enforce liquidated damages or to waive such damages.

§ 11.1.2 No extension of time beyond completion date stated will be allowed without the Owner's written consent. In order to qualify for such an extension, the Contractor must notify the Owner in writing five working days immediately following the occurrence of such

circumstances to justify an extension, or the Contractor will have been deemed to have waived his right to an extension of time.

§ 11.1.3 Time of completion shall be strictly adhered to. In case of failure on the part of the Contractor to execute his work satisfactorily, Owner reserves the right to employ other means to complete the work as described in the Contract Documents.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Overtime

§ 11.3.1 If, for any reason other than the negligence of the Contractor, the required work cannot be performed during normal working hours on normal working days as defined by local ordinance, special arrangements can be made with the Owner to perform the work on evenings and on Saturday or Sunday.

§ 11.3.2 No extra compensation will be allowed because of premium time provided for Contractor's convenience or to comply with schedule.

ARTICLE 12. PAYMENTS AND COMPLETION

Insert the following subsection:

§ 12.1.2 Retainage. Retainage shall be made on each application for payment in the amount of 10% of the work completed to date.

§ 12.2 Applications for Payment

§ 12.2.1. Delete Section 12.2.1 in its entirety and insert the following: "The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate. The Contractor's partial or final waiver of lien must be included. Payment shall not be issued by Owner without such mechanics' lien waivers and Contractors' sworn statements."

§ 12.3 Certifications for Payment

Delete Section 12.3 in its entirety.

§ 12.4 Progress Payments

§ 12.4.1. Delete Section 12.4.1 in its entirety.

§ 12.4.3. Delete Section 12.4.3 in its entirety and insert the following: "The Owner shall have no responsibility for payments to a subcontractor or supplier."

§ 12.5.2. In the sixth line of Section 12.5.2 delete the words "Substantial Completion of the Work or designated portion thereof" and insert the following words: "final payment is made to the Contractor." Also, replace the word "Architect" with "Owner" throughout Section 12.5.2.

§ 12.6 **Final Completion and Final Payment.** Replace the word "Architect" with "Owner" throughout Section 12.6.

§ 12.6.1 Strike the second sentence.

§ 12.6.2 Add at the end of the sentence "and the Owner finds the final work acceptable and the Contract fully performed."

ARTICLE 14. CORRECTION OF WORK

§ 14.1 Replace the word "Architect" with the word "Owner" in the first sentence.

ARTICLE 15. TESTS AND INSPECTIONS

§ 15.2.2 Replace the word "Architect" with the word "Owner" in the first sentence.

ARTICLE 16. TERMINATION OF THE CONTRACT

§ 16.1 **Termination by the Contractor.** Delete Section 16.1 in its entirety.

§ 16.2 **Termination by the Owner for Cause:**

§ 16.2.1. Delete the word "repeatedly" and in Section 16.2.1.1 add the word "persistently" in Section 16.2.1.3.

§ 16.2.2 Delete the words "after consultation with Architect" in the first sentence.

§ 16.2.3. In Section 16.2.3, delete the words "until the Work is finished".

§ 16.2.4. Delete Section 16.2.4 in its entirety.

ARTICLE 17. OTHER TERMS AND CONDITIONS

Insert the following additional terms and conditions in Article 17 as follows:

"§ 17.1 Prevailing Wages

It is hereby stipulated that the Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages provided by the Owner for this Contract to all laborers, workers, and mechanics

performing Work under this Contract. All bonds provided by the Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1, et seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

The Contractor shall comply with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). The Contractor shall require each Trade Contractor, and all subcontractors and sub-subcontractors participating on the Project to make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each Contractor and/or subcontractor, or other entity performing Work on the Project, shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating Contractor and subcontractor for a period of not less than three (3) years. Each participating Contractor and subcontractor shall submit a monthly certified payroll to the Owner consisting of the above-referenced information as well as a statement signed by the participating Contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor shall include the above-referenced certified statement from each applicable Trade Contractor, subcontractor and/or sub-subcontractor referenced in each Application for Payment.

§ 17.2 Compliance with Governmental Regulations

The Contractor shall comply with all applicable governmental ordinances, statutes, rules and regulations as they apply to the duties of the Contractor pursuant to the terms of this Contract.

§ 17.3 Miscellaneous Provisions

(a) Contractor shall abide by all applicable local state and federal ordinances, statutes, rules and regulations including, but to limited to, the Illinois Human Rights Act and the Prevailing Wage Act.

(b) Human Rights Act

The Contractor hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that all contractors and subcontractors performing Work on the Project shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental

disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Contractor and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract.

(c) Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or the Architect on request.

(d) Certification to Enter Into Public Contracts

Prior to entering into any contract in regard to this Project, the Contractor and all subcontractors must certify that they are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

(e) No Waiver of Payment

Notwithstanding any language in any contract document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment.

(f) Waiver of Lien

Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all work performed under the Contract relative to the project including all Work performed by all subcontractors. Said final waiver of lien shall identify and state that all Contractors and

subcontractors have been paid in full and there are no contract balances outstanding and owed to any such Contractors or subcontractors.

(g) Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Contractor certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act, and will provide a copy thereof to the Owner.

§ 17.4 No Damages for Delay. The Contractor agrees in the event of delay for any reason caused by any party or person, Contractor will be fully compensated for the delay by an extension of time to complete the Contract and will not seek additional compensation.

§ 17.5 Prompt Payment Act. All payments required to be made by the Owner under this Contract shall be made in conformance with the provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq."

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER

FOR: CONTRACTOR

NORTHBROOK PUBLIC LIBRARY

By: _____
Library Director

By: _____
Its: _____

AIA Document A205

General Conditions of the Contract for Construction of a Small Project

1993 SMALL PROJECTS EDITION

ARTICLE 1

GENERAL PROVISIONS

1.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.

1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier for other projects or for additions to this project outside the scope of the Work without the specific written consent of the Owner and Architect.

ARTICLE 2

OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 If requested by the Contractor, the Owner shall furnish and pay for a survey and a legal description of the site.

2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

2.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

2.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

2.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

2.4.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

2.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3

CONTRACTOR

3.1 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to

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AIA DOCUMENT A205 • GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION—
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the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Architect will promptly reply to the Contractor in writing if the Owner or the Architect, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

3.4.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

3.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

3.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

3.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

3.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

3.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 4

ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

4.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

4.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

4.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

4.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.7 The Architect will promptly interpret and decide matters concerning performance under and requirements of the

Contract Documents on written request of either the Owner or Contractor.

4.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 5

CHANGES IN THE WORK

5.1 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Architect to change the Work, Contract Sum or Contract Time.

5.3 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

5.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 6

TIME

6.1 Time limits stated in the Contract Documents are of the essence of the Contract.

6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 7

PAYMENTS AND COMPLETION

7.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to

the Contractor for performance of the Work under the Contract Documents.

7.2 APPLICATIONS FOR PAYMENT

7.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

7.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

7.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

7.4 PROGRESS PAYMENTS

7.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

7.4.2 The Contractor shall promptly pay each Subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.

7.4.3 Neither the Owner nor the Architect shall have responsibility for the payment of money to a Subcontractor or material supplier.

7.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

7.5 SUBSTANTIAL COMPLETION

7.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

7.5.2 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

7.6 FINAL COMPLETION AND FINAL PAYMENT

7.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

7.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

7.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 8

PROTECTION OF PERSONS AND PROPERTY

8.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9

CORRECTION OF WORK

9.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

9.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

9.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

10.2 TESTS AND INSPECTIONS

10.2.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordi-

nances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.

10.2.2 If the Architect requires additional testing, the Contractor shall perform these tests.

10.2.3 The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.

10.3 GOVERNING LAW

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

ARTICLE 11

TERMINATION OF THE CONTRACT

11.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages.

11.2 TERMINATION BY THE OWNER

11.2.1 The Owner may terminate the Contract if the Contractor:

- 1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- 4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

11.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

- 1** take possession of the site and of all materials thereon owned by the Contractor;
- 2** finish the Work by whatever reasonable method the Owner may deem expedient.

11.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

11.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Appendix H

RIDER TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT BETWEEN THE BOARD OF LIBRARY TRUSTEES OF THE NORTHBROOK PUBLIC LIBRARY (THE "OWNER") AND _____ ("CONTRACTOR")

The following provisions, notwithstanding any provisions to the contrary, amend and replace the General Conditions of the Contract for Construction of a Small Project, AIA Document A205, 1993 Edition, and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said General Conditions shall be void to the extent of such conflict or inconsistency. Where any provision of the General Conditions is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect. All references herein to the "Contractor" shall refer to and mean _____.

ARTICLE 2. OWNER

2.2 Owner's Right to Stop the Work

At the end of this Subsection, add the following sentence:

"The exercise of this right shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety."

ARTICLE 3. CONTRACTOR

3.4 Labor and Materials

Insert the following new Subsection:

"3.4.3 The Contractor and all subcontractors shall pay to all laborers, workman and mechanics performing work under the Contract, where applicable, not less than the prevailing rate of wages determined by the Illinois Department of Labor in accordance with the Prevailing Wage Act (820 ILCS 130/1 *et seq.*). It is the Contractor's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Contractor and each subcontractor to each worker where the change is applicable. Revisions in the prevailing hourly wage rates affecting this Contract shall be reported to the Contractor and subcontractor by the Owner. In no case shall any revision in the rates of prevailing wages result in an increase in the total contract amount."

3.5 Warranty

In the fifth line, after the phrase, "not inherent in the quality required or permitted," insert the following:

"in material and workmanship for one (1) year from the date of issuance of Substantial Completion by Owner and deficiencies shall be corrected by the Contractor under this warranty immediately upon notification from the Owner,"

Also, add the following new sentence:

"Such warranty does not preclude the Owner's right to bring an action for breach of this Contract."

The following language shall be inserted at the end of this Subsection:

"In accordance with his construction knowledge and experience, the Contractor shall have an obligation to inform the Owner of known or obvious deficiencies or inconsistencies in the materials set forth in the plans, specifications, drawings and other relevant construction documents utilized during the course of construction on the Project."

3.6 Taxes

Delete this Subsection in its entirety and substitute the following:

"The Owner is exempt from federal, state and local sales and excise taxes because it is a public body."

3.12 Indemnification

In the second line after the word "Owner", add the word "Owner's officers".

Add a new Subsection as follows:

"3.13 Compliance with Governmental Regulations.

The Contractor shall comply with all applicable governmental ordinances, statutes, rules and regulations as they apply to the duties of the Contractor pursuant to the terms of this Contract."

ARTICLE 5. CHANGES IN THE WORK

Add the following new Subsection:

"5.5 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order of a minor Change in the Work. No change orders shall be issued for the work under this Contract which authorize or necessitate an increase or decrease in the cost of

the Contract by a total of \$10,000 or more or in the time of completion by a total of thirty (30) days or more unless a written determination is made by the Owner or a duly authorized designee of the Owner other than the Architect:

1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time this Contract was signed; or
2. The change is germane to the original Contract as signed; or
3. The change order is in the best interest of the Owner and is authorized by law; and
4. If applicable, that any change resulting in an increase in the Contract Sum of 50% or more will require the Owner to submit the change to competitive bidding in the same manner as the original Contract was bid.

If Contractor receives a signed change order from the Owner, Contractor can rely on the fact that the Owner has made the above-referenced determinations necessary for the approved change order."

ARTICLE 7. PAYMENTS AND COMPLETION

7.2 Applications for Payment

7.2.1 Delete the second sentence in its entirety and insert the following:

"The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, on a trailing basis. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect without such mechanics' lien waivers and Contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements from the previous payment."

ARTICLE 10. MISCELLANEOUS PROVISIONS

Add the following Subsections:

- "10.4** The Contractor shall furnish to the Owner at the time of execution of this Contract, bonds in the full amount of the Contract securing the full and faithful performance of this Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in conformance as set forth below and any additional specifications imposed by other Contract Documents, including, but not limited to, the prevailing wage requirements set forth in the Contract Documents. Said bonds shall be written by a surety that is acceptable to the

Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection. The cost thereof shall be included in the GMP and paid by the Contractor.

The Contractor shall provide Performance and Labor and Material Payment Bonds as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Provide a 100 percent Payment Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
3. Deliver bonds within 10 days after execution of the Contract.
4. The bonds must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois.

10.5 Contractor shall abide by all applicable local state and federal ordinances, statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and the Prevailing Wage Act.

10.6 Human Rights Act

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that all contractors and subcontractors performing Work on the Project shall not engage in any prohibited form of discrimination in employment as defined in that act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Contractor and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

10.7 Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;

- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or the Architect on request.

10.8 Certification to Enter Into Public Contracts

Prior to entering into any contract in regard to this Project, the Contractor and all subcontractors must certify that they are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

10.9 Wage Rates

It is hereby stipulated that the Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this Contract to all laborers, workers, and mechanics performing Work under this Contract. All bonds provided by the Contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1, *et seq.* Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum except as otherwise agreed to and set forth in Subsection 7.1 in these General Conditions.

The Contractor shall comply with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). The Contractor shall require each Trade Contractor, and all Subcontractors and Sub-Subcontractors participating on the Project to make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor, or other entity performing Work on the Project, shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each

day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Owner consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor shall include the above-referenced certified statement from each applicable Trade Contractor, Subcontractor and/or Sub-Subcontractor referenced in each Application for Payment.

10.10 No Waiver of Payment

Notwithstanding any language in the General Conditions or any other contract document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment.

10.11 Waiver of Lien

Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all work performed under the Contract relative to the project including all Work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors."

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER

FOR: CONTRACTOR

By: _____
Library Director

By: _____
Its: _____