



## Lincolnshire-Riverwoods Fire Protection District

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115 Schelter Rd., Lincolnshire, IL 60069 Phone: 847-634-2512 Fax: 847-634-2572 [www.LRFPD.org](http://www.LRFPD.org)

**DATE:** November 22, 2021

**Request for Bids:** – Fire Station 2 Roofing and Gutter Replacement

**Due Dates for Bids:** No later than December 31, 2021, at 1600 hrs.

**Project Name:** Station 52 Roof Replacement Project

Dear Bidder,

The Lincolnshire-Riverwoods Fire Protection District is presently seeking bids for the replacement of the existing roof coating and gutter system at the Fire Station 52, located at 855 Saunders Rd, Riverwoods, IL 60016.

The following materials related to the bid are enclosed:

- Advertisement for bids
- Terms and conditions for all bids
- General conditions of the contract
- Project specifications
- Bid form
- Acknowledgement
- Proposal
- Addendum
- Affidavit of experience
- Certifications and Signature
- Contractors' certification of eligibility
- Subcontractor listing
- Material supplier listing

NOTE that a pre-bid meeting has been scheduled for December 14, 2021, at 1000 hrs. All Contractors are invited to attend for a tour of the Fire Station and review of the roofing services required under this agreement.

Please return your signed bid Form, Proposal, Addendum and Contractors' Certification of Eligibility in an opaque, sealed envelope, showing the Project Name, Date and Time of opening in the lower left-hand corner of the envelop. These forms must be filled out, signed and returned in a sealed envelope or the bid will not be considered.

Should any prospective bidder desire clarification or interpretation of any items in the bid packet, please contact Chief Tom Krueger via email to [tkrueger@lrfpd.org](mailto:tkrueger@lrfpd.org) and Deputy Chief Scott Knesley via email at [sknesley@lrfpd.org](mailto:sknesley@lrfpd.org), the question and answer period shall be provided to all known bidders.

Respectfully,

Fire Chief Tom Krueger

## PROJECT SPECIFICATIONS

### Project Data:

- Remove all existing layers of roofing down to wood deck and resecure any loose decking. Removal of all debris to and clean-up at end of each day.
- Any necessary decking replacement, to be billed separate, with like and appropriate materials.
- Install ice and water shield membrane:
  - Six feet at all gutter edges
  - Three feet centered in all valleys
  - Eight inches up all chimney walls
  - One hundred percent on the low-pitched roofs and-or saddle areas
  - At all roof penetrations
- Install new aluminum outer drip edge on all rake edges
- Install starter strip around entire perimeter of roof
- Install one layer of synthetic felt underlayment paper over entire remaining deck surface
- Install one layer of HD architectural style composition shingles (color to be determined after bid award) over the roofing deck per manufacturer's specifications
- Create a three-inch opening at the ridgeline to install a GAF Cobra ridge vent system and install matching ridge vent over the new ridge. Ridge vent to be installed where needed along the peak of the entire building
- Remove all existing mushroom vents and install new plywood over the old vent holes, only where the ridge vent is installed
- Replace all existing Broan vents with new Broan style roof vents
- Remove and install new lead plumbing stack flashings on all existing plumbing stacks
- Install new aluminum baby-tin flashings as needed where missing, damaged where the sloped shingle roofs meet the side walls
- Furnish and install new 5K Gutters and Downspouts
- If not supplied with new gutters, furnish and install debris and leaf gutter guard on all gutters
- Furnish and supply all necessary village permits as required by the Village of Riverwoods, IL
- Furnish a Five-Year Labor and Material Warranty from the contractor as well as any included Manufacturer Warranties
- All clean up of roofing materials and debris. Debris can be contained on-site daily but must be properly disposed of upon job completion
- Schedule
  - Dates are flexible based on weather and certain circumstances
  - Start prior to May 1, 2022
  - Completion prior to June 30, 2022
  - Work hours after 0715 up until 1600 hrs., Monday – Friday

### Contractor Requirements:

- Comply with Local area prevailing wages
- Contractor must be bonded and insured

**LINCOLNSHIRE-RIVERWOODS FIER PROTECTION DISTRICT**  
**REQUEST FOR BIDS – STATION 52 ROOF REPLACEMENT PROJECT**

**BID SUBMISSION DEADLINE: 12/31/2021 AT 1600 HRS**

**PRE-BID MEETING: 12/14/2021 AT 1000 HRS**

**BID OPENING: 01/19/2022 AT 1400 HRS**

LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT

115 SCHELTER RD

LINCOLNSHIRE, IL 60069

PROJECT ADDRESS:

STATION 52

855 SAUNDERS RD

RIVERWOODS, IL 60015

## **ADVERTISEMENT FOR BIDS**

NOTICE is hereby given that the LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT is accepting sealed bids for replacement of the roof covering and gutter system of its satellite Station #52 at 855 SAUNDERS RD, RIVERWOODS, IL 60016. Specifications and contract documents may be obtained at its Headquarters Station located at 115 SCHELTER RD., LINCOLNSHIRE, IL 60069, between the hours of 0800 – 1600, Monday through Friday excluding holidays observed by the District or on the website at [www.lrfpd.org](http://www.lrfpd.org) under public information. Contact phone number is 847-634-2512.

A non-mandatory pre-bid meeting and only walk-thru is scheduled for December 14, 2021, at 1000 hrs. at the project site.

The project is for the replacement of existing shingles, gutters and downspouts with a similar gutter system and a metal decked roof. The project includes: Obtaining any permits as required by the Village of Riverwoods, removal and disposal of old materials, ice and water shield installation, reweaving baby tins on walls, replacement of all lead stacks, replace all vents needed to conform to new metal roof, install colored metal roof deck, install new gutter and downspouts.

Sealed bids will be accepted at its Headquarters Station located at the above address until 1600 hrs. on 12/31/2021. The sealed bids will be publicly opened and read aloud at Fire Station 53, 671 Woodlands Parkway, Vernon Hills, IL 60061 at 1400 hr. during the January 19, 2022, meeting of the Board of Trustees. All bids shall remain valid for no fewer than 90 days after the bid opening date. Performance and Payment Bonds in the amount of 100% of the total contract amount will be required within 10 days of the award of the Contract.

The LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT reserves the right to reject any or all bids received, to waive any formalities of technicalities of the Bid or to reject any non-responsive bid in the interest of the LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT.

## **LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT**

### **REQUEST FOR BIDS**

#### **TERMS AND CONDITIONS FOR ALL BIDS**

#### **SCOPE OF PROJECT**

The Lincolnshire-Riverwoods Fire Protection District ("DISTRICT") is presently seeking Bids for the replacement of existing roof covering and gutters and downspouts of the fire station located at 855 Saunders Rd, Riverwoods, IL. The existing roof covering is 21 years old and in need of replacement. The work under this project shall consist of providing all professional design, labor, materials, equipment and necessary tools required for a complete turnkey project, including removal of existing shingles and roof coverings, removal of existing gutters and downspouts and all required permits and licensing (if applicable). (See attached Bid Specifications).

1. **PREPARATION OF BIDS:** Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, sealed and clearly marked showing the bid identification name and date and time of opening in the lower left-hand corner. The envelope must also contain the name and address of the bidder. The bidder must ensure that the "sealed bid" envelope is properly identified. The DISTRICT is not responsible for the premature opening of bid envelopes that are not properly marked. Any bids which are opened prior to the scheduled bid opening because of failure to properly mark the envelope in accordance with the section, shall be deemed non-responsive and not considered.
  - a. Firms interested in submitting Bids must comply with the requirements set forth in the Request for Bids. To be considered, your firm's Bid must be received by 1600 hrs. local time prevailing, on 12/31/2021 addressed to:  
Fire Chief Tom Krueger  
Lincolnshire Riverwoods Fire Protection District  
115 Schelter Rd. Lincolnshire, IL 60069
2. **ERRORS AND OMISSIONS:** Submitting a Bid to the DISTRICT indicates acceptance by the bidder of the conditions contained in this bid packet. Bidders are hereby notified that all information submitted as part of, or in support of, Bids will remain confidential until the date of award; thereafter the documents will be available for public inspection in compliance with Illinois State Statutes. It is the responsibility of all vendors to thoroughly examine and be familiar with the specifications of this Request for Bid. Failure of any vendor to fully examine the Request for Bid shall in no way relieve any vendor of any obligations with respect to this Bid. All bidders are requested to notify the DISTRICT immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Board of Trustees of the DISTRICT will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by the Bidder on the Bid Form cannot be corrected after the Bid Opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect, the bid will be rejected. Mere computational errors on the Bid Form will be corrected by the DISTRICT.

3. **TIMELY SUBMISSIONS:** The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time will not be considered unless evidence is presented, acceptable to the DISTRICT that it was in possession of the DISTRICT. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the bidder unopened, if possible. In many instances it is impossible to determine whom the bid is from unless it is opened. Should this be the case, the bid will be opened, address secured, and returned immediately. Firms are responsible for ensuring their sealed Bids are delivered to the District Fire Station prior to the submission deadline. Bids received after the submission deadline will not be accepted and returned unopened to the firm. Hand carried Bids may be delivered to the above address ONLY between the hours of 8:00 am and 4:00 pm, Mondays through Fridays, excluding holidays observed by the DISTRICT.
4. **QUALIFICATIONS OF BIDDERS:** The DISTRICT may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the Affidavit of Experience form in these Bid Documents and submit such form with the Bid Form. The Board of Trustees of the DISTRICT reserves the right to qualify or disqualify bidders as a result of lack of similar product experience and/or any other information obtained from the affidavit of experience form. Details of the qualification requirements are found in the Terms and Conditions below.
5. **LENGTH OF BID:** All Bids shall remain valid for no fewer than 90 days after the bid opening date.
6. **SUBSTITUTIONS:** The use of brand names or catalog number in the Specification is only for the purpose of establishing a grade or quality required. Because the DISTRICT does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal". Bidders proposing to use an alternate must request approval in writing to the DISTRICT no later than five (5) business days prior to the bid opening. Bidder's request for an alternate may still make such a proposal, but the list of alternatives should be posted as an addendum to the bid packet. Bids which propose to use nonapproved alternate will be rejected. Requests can be made via email to the Project Manager, Chief Tom Krueger at [tkrueger@lrfpd.org](mailto:tkrueger@lrfpd.org). A printed copy of the approval of alternates email must be attached to the submitted bid. The DISTRICT shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.
7. **ADDENDA AND INTERPRETATION:** All interpretations and requests for interpretations of the Bid Documents must be made in writing. All written clarifications and interpretations must be posted as an addendum to the bid packet. Any addenda shall become part of the Contract Documents. During the Request for Bid process, all communications, including request for clarifications and additional information, shall be addressed in writing via email to: Fire Chief Tom Krueger: Email: [tkrueger@lrfpd.org](mailto:tkrueger@lrfpd.org)
8. **AWARD SELECTION:** Bids will be awarded to the lowest responsible bidder complying with the conditions and Specifications present herein. Although price is a major consideration in the award of bids, the DISTRICT does not award on price alone. The DISTRICT also considers the quality of product, as judged by the DISTRICT, terms of delivery, serviceability and any and all other factors permitted by law. If specified on the bid form, awards will be based upon the submitted unit prices. The DISTRICT reserves the right to award the Contract to one bidder for the entire product or to any series of bidders for an appropriate portion of the product. The

DISTRICT also reserves the right to: determine whether the selection, in its judgement, meets the needs or purposed intended; to increase or decrease the quantities shown on the bid; to reject any and all price or bids submitted and to waive any formality or technicality. Such decisions shall be final and not subject to recourse.

9. **CONTRACT:** The Bidder to whom the contract is awarded is required to enter into a contract, with the DISTRICT, and said contract should be in substantial compliance and contain the General Conditions contained in these documents. The quantities appearing in the bid specifications are approximate and are prepared for the comparison of bids. Payment to the awarded Contactor will be made only for the actual quantities of work performed and accepted or materials and/or labor furnished according to the contract. The scheduled quantities of work to be done and materials furnished may be increased, decreased or omitted as hereinafter provided.
10. **COMPLIANCE WITH LAWS:** All materials, supplies and equipment provided under this bid must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contain herein. Additional certifications, attached as addenda, will be required in the event federal or state funds are being used to fund this contract. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. The DISTRICT reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the vendor All bidding firms shall comply with the Prevailing Wage Act (including provision of certified payroll forms), Preference to Illinois Workers Act, Preference to Veterans of the United States Military and Naval Service Act of the State of Illinois. Bidders will also be required to comply with the applicable equal employment opportunity provisions.
11. **CONTRACT BOND:** A performance and payment bond in the amount of 100% will be required within ten (10) days of award for the successful firm under this project.
12. **MATERIALS:** All materials supplied by the Contractor under the provisions of this document and any attachments hereto shall be new materials of the kind and character called for. Defective equipment or materials, including material damaged in the course of manufacture, shipping, deliver, installation or testing shall be replaced or repaired in a matter satisfactory to the DISTRICT. All material and equipment furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
13. **WARRANTY/GUARANTEE:** The Bidder warrants to the DISTRICT that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the DISTRICT. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

14. **NON-BARRED BIDDING:** The Bidder must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging bid-rotating by executing the included certification.
15. **TAX EXEMPTION:** The DISTRICT is not subject to federal excise tax or Illinois retailer's occupation tax.

***The Bidder, by signing the Bid Form, acknowledges, understands and abides by all the above "General Conditions"***

## **GENERAL CONDITIONS OF THE CONTRACT FOR PUBLIC IMPROVEMENTS/SERVICES**

### **1.0 WORK COVERED BY CONTRACT DOCUMENTS**

The Work comprises the completed Public Improvement/Services required by the Contract Documents and includes all labor necessary to produce such Public Improvement/Services and all materials and equipment incorporated or to be incorporated in such Public Improvement/Service.

#### **1.01 DEFINITION OF TERMS**

Wherever used in these General Conditions, or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof; persons referred to throughout the Contract Documents are as if singular in number.

A. Award The decision of the District to accept the Bid of a responsible firm for the work, subject to the execution and approval of the Contract and Contract Bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

B. Bidder / Bidder Any individual, firm or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.

C. Bid Security (Bid Guarantee) The security furnished with the bid to guarantee that the bidder will enter into the Contract for the work.

D. Contract/Agreement The Contract represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. The Contract may be amended or modified in writing signed by both parties.

E. Contract Bond The form of security approved by the District and furnished by the Contractor and a surety as a guarantee of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the Contract.



F. Contract Documents The District/Contractor Agreement, the Conditions of the Contract (General), Supplementary or Special and Other Conditions, the Plans, Specifications, Addenda and all Modifications (written amendments, change orders, written interpretations or other written orders), and the Contract Bond when required.

G. Contractor The Contractor is the person or entity identified in the District-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or an authorized representative.

H. Corporation A corporate body authorized or licensed to do business in Illinois.

I. Observer The District's authorized representative assigned to observe any, or all portions of the work and materials being used for the project.

J. Plans All official drawings or reproductions of drawings pertaining to the work provided for in the Contract.

K. Project Manual The booklet (manual) which includes the bidding requirements, conditions of the contract, the Bid, specifications.

L. Bid The written offer of the bidder to perform the work proposed and presented to the District.

M. Request for Bid The body of descriptions, conditions and requirements, any description made or to be made pertaining to the requested work, method or manner of performing the work, the quantities, or the quality of materials or goods to be furnished under the Contract.

N. Special Conditions Special Conditions when included in these Documents shall supplement the General Conditions, the attached specifications and the plans on portions of the project. They shall govern the Contract Documents wherever they conflict therewith; but shall not operate to annul those portions of the Documents with which they are not in conflict.

O. Surety The corporate body, acceptable to the District, bound with and for the Contractor to ensure the Contractor's performance of the Contract and for payment of all obligations pertaining to the work.

P. Miscellaneous Definitions 1. "Shall" means mandatory. 2. "As Required" means as prescribed by the Contract Documents. 3. "As Necessary" means essential to the completion of the work. 4. "Or Equal" means a substitute meeting the exact specification of those items so stated on the drawings, details, and/or the specifications and approved by the District before bids are submitted.

## **1.02 CONTRACT DOCUMENTS**

A. Examination of Documents and the Site of Proposed Work The Bidders shall inspect the project site of the proposed work and become familiar with all the local conditions affecting the Contract and the detailed requirements of the public improvement/service. The Bidder will be responsible for all errors in the Bid resulting from failure or neglect to comply with these instructions. The District will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

B. Intention of Contract Documents The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contractor shall bring any conflict, errors, or discrepancies in the Contract Documents to the attention of the District in writing before proceeding with the work affected.

C. Contract Bond (For Projects of \$50,000 or more)

1. Upon execution of the Contract, the Contractor shall deposit with the District a Contract Bond with the Surety approved by the District for the amount specified in the Request for Bid guaranteeing the faithful performance of the work in accordance with the Contract, and the payment of all indebtedness incurred for labor and materials.

2. The approved Surety must be licensed to conduct business in Illinois. When approved by the District an "Irrevocable Letter of Credit" may be accepted in lieu of a contract bond.

3. If the Contractor fails to execute a Contract and deposit an acceptable Contract Bond within fifteen (10) days from the date of notice of the Award of Contract, Award will be annulled, and any Bid Security will be forfeited to the District.

4. The Contract Bond shall cover the performance of all work and the payment of all indebtedness required hereunder with no exceptions.

5. If the surety of any bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in any state where any part of the project is located, or it ceases to meet the contract requirements, the Contractor shall substitute another bond and surety, acceptable to the District within five (5) days.

D. Conflicts Where conflict exists within or between parts of the Contract Documents and applicable standards, Codes or Ordinances, the more stringent or higher quality requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions on the drawings over scaled dimensions, and noted materials over graphic representations.

E. Bid The Bidder shall submit a Bid on the attached Bid forms. The Bid shall be executed properly, and all writing shall be in ink or typewritten, except the signatures of the bidder which shall be written in ink. Bids that contain omissions, erasures, alterations, irregularities of any kind, or not accompanied by the proper Bid guaranty shall be rejected. However, the District reserves the right to reject or accept any and all Bids and to waive technical error as may be deemed in the best interest of the District.

### **1.03 LAWS, PERMITS AND REGULATIONS**

A. The Contractor shall, at all times, comply with all Federal, State and Local Laws, Regulations, and Ordinances. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the District to liability. The Contractor shall indemnify and hold harmless the District from any and all such complaints, claims or actions. In addition, the Contractor agrees to comply with all applicable statutes regarding Prevailing Wage Laws.

B. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the construction permit and all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.

C. If the Contractor performs any work knowing it violates any laws, ordinances, rules and regulations, the Contractor shall assume full responsibility and shall bear all attributable costs.

D. All work done under the Contract shall be done to the satisfaction of the District. The District will determine the amount of completed work which is to be paid for under the contract. The District will decide all questions that may arise regarding the measurements of quantities and fulfillment of this contract and will determine all questions concerning the true intent or meaning of the plans and specifications. This determination and decision will be final.

E. The Contractor and all subcontractors shall be licensed with the Village of Riverwoods and the State of Illinois where applicable and shall provide indemnity bonds required by the Village of Riverwoods.

F. "Prevailing Wages": Compliance of the Illinois Prevailing Wage Act 820 ILCS 130/0.01-12 is required under this contract. The Illinois Department of Labor has established minimum scales of hourly wages to be paid in each classification of labor under this contract. The Contractor and all his subcontractors shall pay wages equal to or greater than the established minimum scales or hourly wages as determined by the State of Illinois Department of Labor. The wage rate set forth shall in no way be construed to prevent the contractor or subcontractors from paying a higher rate of wages. If any crafts establish a higher minimum wage in the district during the construction, the higher minimum wage established shall be considered as having also been established as the minimum wage scale under this contract. The Contractor shall incorporate all applicable minimum wage rates published prior to the date of the bid opening into the contract documents. Each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor's and each Subcontractor's compliance with the Prevailing Wage Act. It shall be the responsibility of the successful Contractor to monitor the prevailing wage rates as established with the Illinois Department of Labor for any increase in

rates during the Project and adjust wage rates accordingly. Prevailing Wages rates are available via the internet at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol). A copy will be provided upon request.

**G. Employment of Illinois Workers During Periods of Excessive Unemployment.**

1. Whenever there is a period of excessive unemployment in Illinois which is defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured in the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the contractor shall employ only Illinois laborers. "Illinois laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

2. Other laborers may be used when Illinois laborers, as defined herein, are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the District. The Contractor may replace no more than three (3) regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

3. This provision applies to all labor whether skilled, semi-skilled, whether manual or non-manual.

**H. Employment Preference:** The contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions, passed by the 59th General Assembly and approved on June 12, 1935, "(330 ILCS 55/1)".

**I. Illinois Human Rights Act:** The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1.101, et seq. including establishment of sexual harassment policies and program.

**1.04 "EQUAL EMPLOYMENT OPPORTUNITY"**

During the performance of this contract the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin or ancestry and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That if it hires additional employees in order to perform this contract or any portion hereof it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That in all solicitations or advertisements for employees placed by it or on its behalf it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding. A notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public contracts. Furnish all relevant information and may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of these clauses in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts. So that such provision will be binding upon every such subcontractor and that it will also include the provisions of paragraphs 1, 5, 6 and 7. In every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract. The contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors: and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Lincolnshire-Riverwoods Fire Protection District does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in its programs and activities.

J. The Americans with Disabilities Act: The Americans with Disabilities Act. (42 USC 121-1 et seq.) and its accompanying regulations (28 CFR 35.130) prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. As a condition of receiving this contract, the Contractor certifies by signing the Bid form, that any services, programs and activities provided under this contract are now and will continue to be in compliance with the Americans with Disabilities Act.

### **1.05 CONTRACTOR**

A. Competency of Contractor: The Contractor shall, when requested by Owner, furnish signed statements, showing responsibility, financial ability, experience, amount and condition of equipment and the value of all uncompleted work under contract.

B. Superintendent or Foreman: The Contractor shall supervise and direct the work efficiently, and with the Contractor's best skill and attention. The Contractor shall be solely responsible for the negligence of others in the means, method, techniques, sequence or procedure of Public Improvement/Services which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

C. Workmanship: The Contractor shall be responsible for high quality workmanship on all items of work.

D. Responsibility: The Contractor and subcontractor shall be responsible for maintaining of safe equipment and using proper methods and procedures. The District reserves the right to ascertain and to require that the Contractor's work the sub-contractors work complies with the Contract.

E. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless the District, its officers, employees, servants, and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses including but not limited to fees and charges of attorneys, engineers and architects, court and arbitration costs, and liabilities of whatsoever kind or nature arising out of:

1. Any infringement (actual or claimed) on any patents, copyrights or trade names by reason of any work performed by the Contractor under this Contract or by reason of anything to be supplied by the Contractor pursuant to this contract.

2. Bodily injury, including death, "sickness or disease", to any person or persons (including Contractor's officers, employees, agents, and servants) or damage to or destruction of any property including the loss of use thereof: a. caused by whole or in part by any act, error or omission by the Contractor or any sub-contractor or anyone directly or indirectly employed by any of them regardless of whether or not is caused in part by a party to be indemnified hereunder; b. arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks,

and property adjacent hereto; c. arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

3. In any and all claims against the District or its agents or employees by any employee of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this section 1.06, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

F. Abandonment If the Contractor abandons or neglects the work or if the District at any time is convinced that the work is unreasonably delayed, or that the conditions of the Contract are being willfully violated, executed carelessly, or in bad faith, the District may notify the Contractor in writing, and if this notification is without effect within twenty-four (24) hours after the delivery thereof, then, and in that case, the Contractor shall discontinue all work under the Contract and the District shall have full authority to make arrangements for the completion of the contract at the expense of the Contractor.

G. Clean Up and Site Maintenance The Contractor shall at all times keep the site and adjoining premises free from accumulation of waste material or rubbish caused by its employees or work, and at the completion of the work, shall remove all rubbish, tools, and surplus materials from the site and adjoining premises, leaving the area in a neat and workmanlike condition. In case of dispute, the District may remove the rubbish and charge the cost to the Contractor.

#### **1.06 CHANGES/ALTERATIONS OF CONTRACT WORK AND EXTRA WORK**

A. All changes/alterations shall be made only when ordered in writing from the District as follows:

1. The District Board must approve an increase in the contract price of not more than \$5,000.00 by written change order.

2. The District Board must approve an increase in the contract price in all other instances or an extension in the contract completion time by written change order.

B. The value of any change shall be determined by one or more of the following methods: (1) an approved Lump Sum, or (2) Unit Prices given in the Contract or subsequently agreed upon.

#### **1.07 PROTECTION OF PERSONS AND PROPERTY**

A. Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

B. Safety of Persons and Property:

1. The Contractor shall take all reasonable precautions for safety, and all reasonable protections to prevent damage, injury or loss to:

- a. all employees on the site and all other persons who may be affected thereby.
- b. all the work and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody, or control of the Contractor or any sub-contractors; and
- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of Public Improvement/Service.

2. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulation and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

3. The Contractor shall erect and maintain, as required by existing condition and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4. The Contractor shall use proper warning guards and safety devices with respect to the construction area.

5. No trees, fire hydrants, utility poles, shrubs or hedges, traffic signs, or other public structure shall be removed, replaced, damage or destroyed unless and until approval for such removal, replacement, damage or destruction has been given in writing from the District.

6. Notwithstanding the foregoing requirements, the Contractor shall be responsible for taking immediate steps to correct any damage or injury to public structures, utility services, roadways or public buildings as well as any damage or injury occasioned to private property as a result of the Contractor's activities.

7. The Contractor should keep a daily record of all injuries or incidents or damage occurring in, on or near the construction site as a result of the Contractor's construction activities. This information shall be given to the District within twenty- four (24) hours after the day of occurrence.



## **1.08 INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees and subcontractors. Prior to starting work the contractor shall furnish the District with certificates of insurance evidencing such insurance.

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage and if requested Owners and Contractors Protective Liability policy with Lincolnshire-Riverwoods Fire Protection District stated as named insured.
2. Insurance Services Office form number CA 0001 (Ed. 1187) (or later) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88)(or later) changes in Business Auto and Truckers coverage forms - Insured contract or ISO form number CA 0001 (Ed. 12/90)(or later); and include hired and non-owned auto liability
3. Workers' Compensation as required by the Illinois Workers Compensation Act and Employers' Liability insurance.
4. Umbrella Liability shall be at least following form of the primary General Liability, Auto Liability, and Workers Compensation policies.

### **B. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. Policy to contain a per project aggregate endorsement.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
4. Umbrella Liability: \$2,000,000 each occurrence and aggregate.

#### C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Lincolnshire-Riverwoods Fire Protection District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

##### 1. General Liability, Automobile Liability, Umbrella Liability Coverages

- a. The Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary as respects the Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the district, its officials, agents, employees and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests Clause or language stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The insurer shall agree to waive all rights of subrogation against the Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the district.

## 2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the Lincolnshire-Riverwoods Fire Protection District, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the district.

## 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lincolnshire-Riverwoods Fire Protection District.

### E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

### F. Verification of Coverage

Contractor shall furnish the District with copies of each policy and certificates of insurance naming the Lincolnshire-Riverwoods Fire Protection District its officials, agents, employees and volunteers as additional insured with regards to the General Liability, Auto Liability, and Umbrella liability policies, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the District and are to be received and approved by the District before any work commences. The District reserves the right to request full certified copies of the insurance policies.

### G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

### H. Indemnity Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Lincolnshire-Riverwoods Fire Protection District, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Lincolnshire-Riverwoods Fire Protection District, its officials, agents and employees, arising

in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the district, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the district, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the district, its officials, agents and employees as herein provided.

### **1.09 PAYMENTS**

#### **A. Payments by the District**

The District will approve or disapprove a request for payment within thirty (30) days of receipt. The District will pay the Contractor within thirty (30) days after the date of approval.

#### **B. Taxes**

No charges will be allowed for taxes from which the District is exempt. The District is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax nor the Service Use Tax. The owner is also exempt from Federal Excise Transportation Tax.

### **1.10 TERMINATION OF THE CONTRACT**

The District may terminate the contract upon the occurrence of any one or more of the following events:

1. The Contractor files under any chapter of the Bankruptcy Code (Title 11, United States Code) takes any equivalent or similar action by filing a petition or otherwise under any federal or state law in effect at the time relating to bankruptcy or insolvency.
2. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereinafter in effect or if a petition is filed seeking any equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
3. If the Contractor makes a general assignment for the benefit of creditors.
4. If a trustee, receiver, custodian or agent of the contractor is appointed to take charge of the Contractor's property for the purpose of enforcing a lien against the property or

for the purpose of general administration of the property for the benefit of the contractor's creditors.

5. If the Contractor admits in writing an inability to pay its debts generally as they become due.

6. If the Contractor persistently fails to perform the work in accordance with the contract documents, including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established herein.

7. If the Contractor disregards laws and regulations of any public body.

8. If the Contractor disregards the authority of the District.

9. If the Contractor violates any provisions of the contract documents. The District may, after giving contractor and its sureties seven (7) days written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the work and all the Contractor's tools, appliances, equipment and machinery at the site and use the same to the full extent as they could be used by the contractor without