

# **REQUEST FOR BID**

## **PROJECT: 70 GASOLINE GOLF CARTS, BEVERAGE CART & RANGE PICKER**

**Bid Submission Deadline:**

Monday November 8, 2021

**Bid Opening:**

Immediately following Bid Submission Deadline

To be held at:

**FOSS PARK DISTRICT  
1730 Lewis Avenue  
North Chicago, IL 60064**

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### **REQUEST FOR BID Foss Park District**

### **70 GASOLINE GOLF CARTS, BEVERAGE CART, & RANGE PICKER**

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## **SECTION A**

## **ADVERTISEMENT FOR BIDS**

NOTICE is hereby given that the Foss District [the "Park District"] is accepting sealed bids for 70 Gasoline Golf Carts, Beverage Cart, and Range Picker.

Sealed proposals will be received on or before November 8, 2021 at the Foss Park District, 1730 Lewis Avenue, North Chicago, IL 60064. Project proposals will be publicly opened and read aloud at that time.

Bids submitted by fax, electronic, or telephonic means will not be considered.

Bidders will be required to comply with all laws, including those relating to the employment of labor, and payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, including the general prevailing rate for legal holiday and overtime work, as ascertained by the Park District or by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Bid packets may be obtained from the Foss Park District, 1730 Lewis Avenue, North Chicago, IL 60064 beginning October 23, 2021 and also on the website; [www.fosspark-district.org](http://www.fosspark-district.org).

The Foss Park District reserves the right to reject any or all bids and to waive any irregularities.

**SECTION B**

## INSTRUCTIONS TO BIDDERS

### A. BID PROPOSAL FORM

1. Each bid shall be made on the "Bid Proposal Form" furnished by the Park District.
2. All applicable blank spaces on the "Bid Proposal Form" must be fully filled in all amounts must be in words as well as in figures where applicable.
3. The signatures must be in longhand and executed by a duly authorized official of the bidder's organization and the name of the official and his title typed below the signature.
4. Erasures, interrelations, corrections, or other changes of the "Bid Proposal Form" shall be explained or noted over the signature of the bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. The bid opening will be on November 8, 2021, immediately following the Bid Submission Deadline at 12:00PM at Foss Park District, 1730 Lewis Avenue, North Chicago, IL 60064. Bids must be **sealed** in an envelope, marked and addressed as follows and include the scope of work for which the bid is being submitted:

Bid documents for :  
70 Gasoline Golf Carts, Beverage Cart, & Range  
Picker Bid Package  
Foss Park District  
1730 Lewis Avenue  
North Chicago, IL 60064

6. Bid documents shall be delivered or mailed in time for delivery to the Foss Park District, 1730 Lewis Avenue, North Chicago, IL 60064, by 12:00PM on November 8, 2021.
7. Oral bids or oral modifications to bids will not be considered.
8. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal showing good cause for said withdrawal is

first delivered to the Park District prior to commencement of the opening of bids, however, no bidder may withdraw a bid after opening of the bids.

9. Bidders shall guarantee their bids for a period of sixty (60) days after opening of bids.
10. Bids will be publicly opened on November 8, 2021 immediately following the Bid Submission Deadline at 12:00PM.
11. Bids submitted by fax, electronic, or telephonic means will not be considered.

## **B. MODIFICATION OF BIDS**

Any bidder may modify his bid by written notice (signed by bidder) at any time prior to the scheduled closing time for receipt of bids provided such written notice is received by the Foss Park District prior to the closing time, and provided, further, the Park District is satisfied (as to telegraphic communications) that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

Modifications of bid submittals by fax or email will not be accepted.

## **C. EXAMINATION OF SITE**

All bidders submitting bids for this work shall first examine the "Contract Documents" referred to in said bid proposal form, visit the site, and fully inform themselves as to all existing conditions and limitations. All bids shall take into consideration such conditions as may affect the work under this contract. It is understood that omissions from the bid due to the failure of the bidder to fully acquaint itself with the site conditions and the requirements of the documents will not entitle the bidder to additional compensation if awarded the Contract.

## **D. DISCREPANCIES - ADDENDA**

1. Should a bidder find, during the examination of the Contract Documents or after his visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the Park District for answer and interpretation. The Park District will review the question and, where information sought is incorrectly shown or not clearly shown on the contract drawings or specifications, may issue an addendum to all bidders in which the interpretation will be made.

2. Any requests shall be made in writing, and will be responded to in writing, issued as an addendum to all bidders.
3. All addenda to bidders are to be incorporated in the bids and will become a part of the Contract Documents. No oral interpretation by the Park District or their representative will be binding; only instructions in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than two working days prior to the date set for receipt of bids.
4. Each Bidder receiving a bid must acknowledge receipt of any and every addendum received.

**E. PERFORMANCE AND PAYMENT BONDS**

The successful bidder will obtain performance and payment bonds as set forth in Article 5 of the "Modifications to AIA Document A105-2007."

**F. INSURANCE**

The successful Bidder will provide the Owner with Certificates of Insurance and applicable policy endorsements evidencing compliance with the insurance requirements as set forth in Article 5 of the 'Modifications to AIA Document A105-2007'.

**G. QUALIFICATIONS OF BIDDER**

1. The Park District may take such investigation as it deems necessary to determine the ability of the bidder to perform the work.
2. Contractors must adhere to the bid criteria as specified.
3. Each contractor that is awarded a contract must have a major portion (approximately 75%) of his business experience involved in the major type of work specified herein. Therefore, the bidder will be required to furnish satisfactory proof of projects and references for work of this magnitude for the past three years prior to the award of the contract. The Park District may reject any bid if it determines that any contractor does not possess satisfactory experience as described above.
4. The Park District reserves the right to require of any bidder such information as stated above and necessary to verify the bidder's qualifications and



financial status and to withhold formal signing of the contract until such information is received.

#### **H. FEDERAL / ILLINOIS STATUTES AND LAWS**

The Bidder to whom the work is awarded shall perform all work and use only those materials that conform to city, state and federal codes regarding health, safety and welfare. The Park District shall be held faultless for failure of work and material that does not conform to such codes

To the extent that the Prevailing Wage Act applies, the Contractor and any subcontractors shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Illinois Department of Labor publishes the prevailing wage rates on its website at

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project

specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

**I. FAIR EMPLOYMENT**

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

**J. EQUAL OPPORTUNITY**

In connection with the performance of work under this contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The Bidder further agrees to take affirmative action to ensure Equal Employment Opportunities. The Bidder agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

**K. DRUG FREE WORKPLACE ACT**

At the time of contract the Contractor will make the certification required in the Contract and will comply with all of the provisions of the Drug Free Workplace Act that are applicable to the Company. False certification or violation of the requirements of the Drug Free Workplace Act may result in sanctions including but not limited to suspension of the Contract with the Park District , termination of the Contract and debarment of contracting with the Park District for at least one (1) year but not more than five (5) years.

**L. WARRANTY/GUARANTEE**

The Bidder warrants to the Park District that the labor and materials furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not

conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the Park 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.

All labor provided under this bid and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of one (1) year after acceptance of the project in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder. Bidder must provide the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Park District.

**M. 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 or bid-rotating by executing the included certification.

**N. TAX EXEMPTION**

The Park District is not subject to Federal Excise Tax or Illinois Retailers Occupation Tax.

**O. ILLINOIS FREEDOM OF INFORMATION ACT (FOIA)**

Contractor understands that the Illinois Freedom of Information Act requires the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five (5) business days of the Park District's receipt of a request for said records. Accordingly, the Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and agrees to deliver to the District all records in its possession relating to this agreement within three (3) business days of a request by the District for said records. Contractor agrees to reimburse the District any fees, fines, or costs incurred by or assessed against the District for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the District within three (3) business days of its receipt of a request from the District to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent. The Contractor shall not be entitled to receive any wages, fees, or costs of

any kind from the District for the production of documents and records in response to a Freedom of Information Act request.

**P. INVOICING AND PAYMENT**

Terms for payment are as follows: **Payments shall be in accordance with and governed by the Illinois Prompt Payment Act.**

**Q. COMPLIANCE WITH LAWS**

All labor and materials provided under this bid must comply with all federal, state, county and local laws, ordinances, rules and regulations and orders that in any manner affect the service contained herein. Additional certifications, attached as addenda, will be required in the event federal or state funds are used to fund this contract. Lack of knowledge on the part of the Bidder will in no way be cause for release of this obligation. The Bidder shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if the Park District becomes aware of a violation of any laws on the part of the Bidder.

**R. RIGHTS TO REJECT AND WAIVE DEVIATIONS**

The Park District at all times reserves the right to reject any and all bids submitted thereunder, accept any bid in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

**S. SUBMISSION OF BIDS**

The Bidder shall, for his bid to be considered by the Owner, complete in full all of the following pages and shall submit each as part of his bid, to wit: Bid Proposal Form, Certificate of Compliance, Certificate of Compliance Drug Free Workplace Act, Substance Abuse Prevention Certificate, Prevailing Wage Affidavit, Bid Guarantee.

**T. COMMENCEMENT AND COMPLETION DATE**

The successful bidder agrees, if awarded the Contract, to complete the project by the date determined by the Park District as stated in the Contract Documents.

**U. AWARD OF CONTRACT**

1. The Contract will be awarded by the Park District on a lump sum basis, based on the prices indicated for individual portions of the work to be performed. The Park District anticipates award of the Contracts, if at all, as early as November 17, 2021, but in any event, no more than thirty (30) days after the opening of bids. The Park District shall have the right to accept any additional portions of the work not initially awarded for a period of sixty (60) days from the date of the bids, at no increase in the costs as proposed.

2. Upon acceptance of a bid by the Park District, the successful bidder agrees, upon notification by the Park District of such acceptance, to execute and deliver back to the Park District a contract for all work accepted in the bid, within ten (10) days after receipt of such notification.

3. After award of the Contract, and prior to execution by the successful bidder, the Contract may be revised in accordance with the agreement of the parties and applicable law.

## **V. SCOPE OF WORK**

Foss Park District is looking for bids for a fleet of 70 gasoline golf carts, 1 beverage cart, and 1 range picker.

**Golf Carts should include a minimum of:**

- Sun top
- Sweater basket
- Informational card holder
- Folding windshield
- Logo and number decal
- Maintenance service agreement on the golf carts
- The use of 2 additional golf carts, at no charge, as Ranger Carts
- Winter storage

**Beverage Cart should have a minimum of:**

- Canopy

**Ranger Picker should have a minimum of:**

- Steel Cage

**2 separate bids requested:**

- 1. 5 year lease of the golf carts**
- 2. Purchase price with 5 year financing**

All bids must accommodate a payment plan of May through October.

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

## **SECTION C**

**CERTIFICATE OF COMPLIANCE**  
**720 ILCS 5/33E-1 et. seq., and 65 ILCS 5/11 -42.1-1**  
**FOSS PARK DISTRICT**  
**70 Gasoline Golf Carts, Beverage Cart, and Range Picker**

\_\_\_\_\_, the Contractor under a certain Contract dated \_\_\_\_\_, 2021, with the Foss Park District, for the 70 Gasoline Golf Carts, 1 Beverage Cart, and 1 Range Picker, hereby certifies that said Contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the 720 ILCS 5/33E-1 et. seq. (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

## BID PROPOSAL FORM

TO: Foss Park District  
1730 Lewis Avenue  
North Chicago, IL 60064  
(847)689-7480  
(

FROM: \_\_\_\_\_  
NAME OF BIDDER

- (a) Individual ( )
- (b) Partnership ( )
- (c) Corporation ( )
- (d) Limited Liability Company ( )

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
PHONE

***FOR: 70 Gasoline Golf Carts, 1 Beverage Cart, and 1 Range Picker***

Gentlemen:

In accordance with the Contract Documents, the undersigned bidder hereby proposes to perform everything required to be performed; to provide and furnish all of the labor, tools, equipment, and other necessary apparatus, and all transporting services required to perform and complete within the completion time stated herein, the Work required for the 70 Gasoline Golf Carts, 1 Beverage Cart, and 1 Range Picker, as stated in the Contract Documents, all in accordance with the aforementioned documents, and at the price stated herein.



The undersigned bidder declares that it has inspected in detail the site of the proposed work; familiarized itself as to the Work to be done and the conditions under which it must be carried out; carefully examined in the Contract Documents pertaining thereto, said Contract Documents including: Agreement Between the Foss Park District and (\_\_\_\_\_) for the 70 Gasoline Golf Carts, 1 Beverage Cart, and 1 Range Picker; Addenda if any; Advertisement for Bids; Instructions to Bidders; this completed Bid Proposal Form; Certificate of Compliance (720 ILCS 5/33A-1, et seq. and 65 ILC 5/11-42.1-1); Certificate of Compliance Drug Free Workplace Act; Substance Abuse Certificate; Prevailing Wage Affidavit; Sexual Harassment Policy, Equal Employment Opportunity, the Modifications to AIA Document A105-2007; the Plans, Drawings, and Specifications; and the undersigned bidder understands that in making this proposal it waives all right to plead any misunderstanding regarding the same.

The undersigned bidder agrees that, upon receipt of written notice of acceptance of its proposal, it will furnish all required bonds and insurance, and will execute a contract, commence work, and perform all other functions as stated in the Contract Documents. The undersigned bidder agrees that the form of Contract to be used for the Project is AIA A105-2007, as amended by the Owner and as specifically amended by the Modifications to AIA Document A105-2007, included in Section E. The undersigned bidder agrees that the executed AIA A105-2007 will become part of the Contract Documents.

The Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

Responsibility for Subcontractors:

It shall be understood that the bidder's bid shall include full responsibility for coordination, expediting, management of payment requests, and general administration of his subcontractors.

List of Subcontractors and Contract Breakdown:

The bidder herewith submits a list of subcontractors complete for each trade relative to the work to be performed hereunder and agrees that, if selected, bidder will promptly confer with the owner's agents on the question of such sub-contractors proposed to use, including submission of their qualifications. It is agreed that the owner may substitute for any proposed sub-contractor another sub-contractor for the subtrade against whose standing and ability the bidder makes no objection in writing, and the bidder will use all such finally selected sub-bidders at the amount names in their respective sub-bids and be in every way as responsible for them and their work as

if they had been originally name in the Bid Proposal, the unit, total and alternate contract prices being adjusted to conform thereto.

Subcontractor Name & Address                      Classification of Work                      Amount of Subcontract

1.		
2.		
3.		

Bidders Materials, Equipment and Accessories Substitution Bid

Item Specified	Proposed Substitution	Quantity	Unit	Add	Deduct
1.					
2.					
3.					

Owner will review and decide on the substitutions according to the plans, specifications, and special provisions and add or deduct from the "Contract Base Bid".

**70 Gasoline Golf Carts, 1 Beverage Cart, & 1 Range Picker**

***FOSS PARK DISTRICT***

**BASE BID:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>SUB-TOTAL</u>
1.	BONDS AND INSURANCE AS SPEC'D		Lump Sum	\$ _____
2.	ADDITION AS SPEC'D		Lump Sum	\$ _____
3.	REMODEL AS SPEC'D		Lump Sum	\$ _____

**BASE BID TOTAL:\$ \_\_\_\_\_**

**BIDDER INFORMATION:**

**FIRM NAME:** \_\_\_\_\_

**BIDDER'S SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

Bidder Contract:

Upon acceptance of this bid by the Owner, the bidder agrees, upon notification by Owner of such acceptance, that bidder will execute and deliver back to the owner a contract for all work accepted in the bid ten (10) working days after acceptance.

Tax Exemption:

The Foss Park District is not subject to Federal Excise Tax or Illinois Retailer's Occupational Tax. Exemption certificates will be furnished upon request.

1. The Bidder understands that it is the intent of the Owner to award one general contract for the site improvements described herein.
2. Bidder must bid on all items called for in the Bid Proposal Form.
3. Completion date: The Undersigned agrees, if awarded the Contract, to complete the Project by the date determined by the Owner. All Contractors shall submit an estimated number of calendar days to complete their work.
4. Note: It is the intention of the Owner that all items shall be paid for on a lump sum basis at the total item amount listed by the Contractor in the Bid Form.
5. The contract will be awarded on the "Contract Base Bid Total".
6. Materials, equipment, products and accessories for the "Contract Base Bid" shall conform to ALL items specified herein. Bids submitted with "or equal materials or events" will not be accepted unless procedures for substitutions are in writing and properly communicated to the owner.
7. Successful Bidder shall be required to furnish a certified Manufacturers site inspection signoff upon completion of the installation of all furnished equipment.

**Starting and Completion Dates:**

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the Bid date, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of such notice, execute a contract in the form of Agreement included in the Bidding Documents in accordance with the Contract Documents and the Bid as accepted.

The Undersigned further agrees that, if awarded the Contract, he will commence work under this contract within then (10) days of the date specified in a written "Notice to Proceed" issued by the Owner.

The undersigned agrees and pledges himself to complete the Project in full, unless otherwise extended for good cause shown, including inclement weather or unavailability of parts, by March 4, 2022.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

\_\_\_\_\_  
Full Name of Bidder (Print) (a) Individual ( )  
Name and Title of Authorized Agent (b) Partnership ( )  
if Corporation or Partnership (c) Corporation ( )  
(d) Limited Liability Company ( )

\_\_\_\_\_  
Full Name of Bidder (Signature)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Street Address (Seal)

**CERTIFICATE OF COMPLIANCE**

**DRUG FREE WORKPLACE ACT**

30 ILCS 580/1 et seq.

\_\_\_\_\_ (Contractor) under a certain contract dated \_\_\_\_\_ with the Foss Park District for 70 gasoline golf carts hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

- A. Publishing a statement:
  - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
  - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3. Notifying the employee that, as a condition of employment on such contract, the employee will:
    - a. abide by the terms of the statement; and
    - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
  - 1 the dangers of drug abuse in the workplace;
  - 2. the contractor's policy of maintaining a drug free workplace;
  - 3. any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

- D. Notifying the Foss Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
  - 1. Take appropriate personnel action against such employee up to and including termination; or
  - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

Contractor:

By:

Its:

SUBSCRIBED AND SWORN to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC

**SUBSTANCE ABUSE PREVENTION CERTIFICATE**  
**(820 ILCS 265/1, et seq.)**  
**FOSS PARK DISTRICT**  
**70 gasoline golf carts, 1 beverage cart, and 1 range picker**

I, \_\_\_\_\_(name of signatory), on oath hereby states and certifies that \_\_\_\_\_ (name of Contractor), pursuant to a Contract dated \_\_\_\_\_, 2021, with the Foss Park District for 70 gasoline golf carts, 1 beverage cart, and 1 range picker, has complied and will comply with all laws relating to provision of a written program for prevention of substance abuse among employees and testing of employees for substance abuse, as provided in 820 ILCS 265/1, et seq.

CONTRACTOR:

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC



**PREVAILING WAGE AFFIDAVIT  
FOSS PARK DISTRICT  
70 Gasoline Golf Carts, 1 Beverage Cart, and 1 Range Picker**

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I, \_\_\_\_\_ on oath hereby state and certify that, pursuant to a contract with the Foss Park District for 70 gasoline golf carts, 1 beverage cart, and 1 range picker, dated \_\_\_\_\_, 2021, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid contract or to perform such work. I further certify, on oath, that \_\_\_\_\_ (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*

CONTRACTOR:

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

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

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NOTARY PUBLIC

**SEXUAL HARASSMENT POLICY**

The undersigned, on behalf of the entity making this proposal or bid, certified that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A.

This Act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, 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 vendor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.**

PRINTED \_\_\_\_\_ NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY  
GENERAL POLICIES OF EMPLOYMENT**

The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor also agrees that all of the Contractors employees are authorized to work in the United States.

The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are equally treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not to be limited to the following:

1. Employment, upgrading, demotion and transfer.
2. Recruitment or recruitment advertising.
3. Layoff or termination.
4. Rates of pay or other forms of compensation.
5. Selection for training including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

PRINTED \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **SECTION D**

The form of Contract to used for the Project is AIA A105-2007, as amended by the Owner and as specifically amended by the Modifications to AIA Document A105-2007, included in Section E.

**SECTION E**

MODIFICATIONS TO AIA DOCUMENT A105-2007  
(Foss Park District- 70 gasoline golf carts, 1 beverage cart, and 1 range picker)

GENERAL

The following modifies the "Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project," AIA Document A105 - 2007. Where a portion of the Agreement is modified or deleted by these Modifications, the unaltered portions of the Agreement shall remain in effect. To the extent there is a conflict between this document and A105-2007, the terms of this document shall prevail.

ARTICLE 4 PAYMENT

- 4.2 Delete paragraph 4.2 in its entirety and replace with the following new paragraph 4.2: "No interest (0% interest) shall be payable by the Owner under the Agreement. Subject to this restriction on interest, all payments are to be handled in accordance with the Illinois Prompt Payment Act and subject to the receipt by Owner of all required documentation, including but not limited to lien waivers, certified payroll or an explanation of exemption, record drawings, etc.."

ARTICLE 5: INSURANCE AND BONDS

Delete Article 5, and all subparagraphs thereto, in their entirety and replace with the following new Article 5:

5.1 CONTRACTOR'S LIABILITY INSURANCE

- 5.1.1 Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

5.1.1.1 CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract \*(including the tort liability of another assumed in a business contract).



5.1.1.2 Owner (which includes the Park District, the Park District Board of Commissioners, and its members individually, and its employees and agents) shall be included as insureds under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

5.1.1.3 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.1.1.4 It is required that an umbrella policy be written for a minimum of \$2,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined herein.

5.1.2 Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

5.1.3 Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

5.1.4 Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

5.1.5 All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

- 5.1.6 Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 5.1.7 Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- 5.1.8 Failure to maintain the required insurance may result in termination of this contract at Owner's option.
- 5.1.9 Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.
- 5.1.10 For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
- 5.1.11 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 5.1.12 Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- 5.1.13 Contractor shall cause each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each consultant.

5.1.14 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

- (a) allowing any work to commence by the Contractor before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance received from the Contractor;
- (c) failing to advise the Contractor that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

5.1.15 Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

5.1.16 Nothing contained in this Contract is to be construed as limiting the liability of the Contractor. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Contractor, but are merely minimums. The obligations of the Contractor to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Contractor's insurance.

5.1.17 In the event the Contractor fails to furnish and maintain the insurance required by this Contract, the Owner may purchase such insurance on behalf of the Contractor and the Contractor shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due the Contractor. The Contractor agrees to furnish to the Owner the information needed to obtain such insurance.

5.1.18 All insurance provided by the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

## 5.2 OWNER'S LIABILITY INSURANCE

5.2.1 Owner shall maintain its usual insurance for liability for claims which may arise from operations under the Contract and that will protect the Owner from and against all claims, damages, losses and expenses including attorney's fees

arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom.

### 5.3 PERFORMANCE AND PAYMENT BOND

5.3.1 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

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

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

5.3.3 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred by the Architect as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.

5.3.4 The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

## ARTICLE 6 GENERAL PROVISIONS

Delete and Replace Paragraph 6.4 as follows:

Documents delivered by Owner and/or prepared by Architect and/or Engineer are instruments of service for use by Contractor solely with respect to this project. They are not to be used by the Contractor or any Subcontractor (of any level) 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 and/or Engineer.

## ARTICLE 7: OWNER

Delete and Replace Subparagraph 7.1.1 as follows:

7.1.1. Contractor freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

ADD Paragraph 7.5

#### 7.5 OWNER'S REMEDIES NOT EXCLUSIVE

The rights and remedies of Owner stated in this Article shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

### ARTICLE 8: CONTRACTOR

Delete and replace Subparagraph 8.1.1 as follows:

8.1.1 Execution of the Contract by the Contractor is a representation by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that prior to the submission of its bid it has: (1) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

ADD to Paragraph 8.1.2 the following:

8.1.2.1 The exactness of grades, elevations, dimensions, or locations given in any drawings issued by the Architect or the work installed by other contractors is not guaranteed by the Architect or Owner.

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

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

### 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

ADD Subparagraphs 8.3.3 and 8.3.4 as follows:

8.3.3 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective method of overall installation.

8.3.4 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Contractor

shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

#### 8.4 LABOR AND MATERIALS

ADD Subparagraph 8.4.3 through 8.4.5 as follows:

8.4.3 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

8.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements.

8.4.5 The Contractor and each Subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this Contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois. In accordance with applicable law, Contractor and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor. The Contractor and each Subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, or by any laborer, worker or mechanic employed by the Contractor or the Subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. Contractor must pay prevailing wages in effect at time labor is performed.



## 8.6 TAXES

Delete Subparagraph 8.6 in its entirety and insert the following:

The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax.

## 8.8 SUBMITTALS

Add to the end of Subparagraph 8.8 the following:

Contractor shall be entitled to one resubmittal of any submittal or shop drawing rejected by Architect and/or Engineer or returned by the Architect and/or Engineer for further action. Thereafter, Contractor shall pay the cost of all further reviews of such submittal or shop drawing and agrees to execute a Change Order reducing the Contract Sum by the amount charged by Architect to Owner for the additional reviews. Likewise, Contractor agrees to reimburse Owner for any additional costs incurred by Owner to pay Architect arising out of any delay or acts of the Contractor in completing the work (including additional observations and testing expenses).

## 8.12 INDEMNIFICATION

Delete Paragraph 8.12 and Replace as follows:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the

Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

## ARTICLE 12: PAYMENTS AND COMPLETION

### 12.4 PROGRESS PAYMENTS

ADD Subparagraph 12.4.5 as follows:

12.4.5 Until substantial completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

- 17.1 The Contractor warrants it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.
- 17.2 Whenever required, the Contractor or Subcontractor shall furnish the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.
- 17.3 Dispute resolution – Litigation in a court of competent jurisdiction. There are no preconditions to filing suit.
- 17.4 Contractor shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

- 17.5 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.
- 17.6 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.
- 17.7. Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
- 17.8 The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act").

17.9 PREVAILING WAGES

To the extent that the Prevailing Wage Act applies, the Contractor and any subcontractors shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the

time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

17.10 By execution of this Contract, the Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Subcontractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 17 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

## SECTION F

