



OFFICE RENOVATION AND CONFERENCE ROOM **ADDITION**

DATE: 09-21-26



Cuba Township

CUBA TOWNSHIP

28000 W. CUBA ROAD • BARRINGTON, ILLINOIS

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CLERK
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PREPARED BY:





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PROJECT: Cuba Township
Office Renovation
28000 W.Cuba Road
Barrington, IL 60010

OWNER: Cuba Township
28000 W.Cuba Road
Barrington, IL 60010

ARCHITECT: Allen+Pepa Architects, Elgin Studio, Inc.
215 Fulton Street
Geneva, IL 60134
(630) 578-1105

PROJECT NO: Allen+Pepa Architects No. 25-023

DATE: September 21, 2026

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1. NOTICE TO BIDDERS

Office Renovation and Conference Room Addition

Cuba Township (the “Owner”) is accepting sealed bids for the **Office Renovation and Conference Room Addition**, located at 28000 W. Cuba Road, Barrington, Illinois 60010. The Project includes new addition of basement storage, conference room, new offices, finish updates and associated work as indicated in the Contract Documents. All Work shall be performed in strict compliance with the Drawings, Specifications, and other Contract Documents prepared for the Project.

Proposed Contract Documents, including Drawings and Specifications, will be available for examination at :

**Office of Cuba Township
28000 W. Cuba Road Barrington,
Illinois 60010**

and electronically through the Cuba Township website. Electronic (PDF) files can be provided upon request. Hardcopy sets can be obtained at TNT Reproductions in Libertyville at the Contractor’s cost (call 847-367-7440). The Architect can be reached at (630) 618-8098 or by email at smurthy@allenpepa.com, beginning September 23, 2026.

The Architect’s team will be available at the **Cuba Township Office, 28000 W. Cuba Road, Barrington, Illinois 60010, on Tuesday, October 13, 2026, between 2:00 p.m. and 4:00 p.m.** to answer questions from prospective bidders regarding the Contract Documents and Project requirements. **Attendance is mandatory** and is a condition for submitting a Bid. Any interpretations, clarifications, or modifications affecting the Contract Documents will be issued by written Addendum, as applicable.

Sealed bids will be received until **1:00 p.m. on Wednesday, October 21, 2026** at the **Office of the Town Clerk,
Cuba Township,
28000 W. Cuba Road, Barrington,
Illinois 60010,**

and shall be clearly identified as:

**Office Renovation and Conference Room Addition
Cuba Township**

Bids will be publicly opened by the Township Clerk or her designee and read aloud at the Cuba Township Office at 1:15 p.m. on Wednesday, October 21, 2026.

**Office Renovation and Conference Room Addition
Cuba Township**

Bids will be publicly opened by the Township Clerk or her designee and read aloud at the Cuba Township Office at **1:15 p.m. on Wednesday, October 21, 2026.**



Bids shall be submitted in accordance with the requirements of the Contract Documents and on the forms furnished as part of the Bidding Documents, where applicable. All proposals submitted shall remain firm and may not be withdrawn for a period of **sixty (60) days** following the opening of bids without the written consent of Cuba Township.

The Contractor shall comply with all applicable Illinois statutory requirements and applicable federal requirements regarding labor, wages, and equal employment opportunity. The Project is subject to the **Illinois Prevailing Wage Act**, and the successful Contractor shall pay, and shall require all subcontractors to pay, not less than the prevailing rates of wages established by the Illinois Department of Labor for the applicable classifications of labor performing work on the Project. Current prevailing wage rates are available from the Illinois Department of Labor: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The successful Bidder shall execute the Contract and provide all documentation, insurance, bonds, certifications, and other information required by the Contract Documents. The Project Work shall be performed in strict compliance with the Contract Documents and all applicable federal, state, and local laws, codes, and regulations.

Cuba Township reserves the right to reject any or all bids, to accept all or any part of a bid when permitted, and to waive minor informalities or irregularities in any bid when permitted by applicable law. No bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of bids without the consent of Cuba Township.

Heidi N. Shannon
Clerk



2. INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.01 IDENTIFICATION OF PROJECT

The official name and location of the Project shall be:

Office Renovation and Conference Room Addition
Cuba Township
28000 W. Cuba Road
Barrington, Illinois 60010

The Owner is:
Cuba Township
28000 W. Cuba Road
Barrington, Illinois 60010

1.02 CONTRACT DOCUMENTS

The Contract Documents consist of the Invitation to Bid/Notice to Bidders, Instructions to Bidders, Form of Proposal, Drawings, Specifications, Supplementary General Conditions, required affidavits and certifications, required surety bonds, Addenda issued during the bidding period, Contractor's accepted Bid Proposal, and other documents identified as part of the Contract.

1.03 EXAMINATION OF DOCUMENTS AND SITE CONDITIONS

Before submitting a bid, each Bidder shall carefully examine the Contract Documents and shall familiarize itself with the Project site and all existing conditions affecting the Work. Bidders shall inform themselves fully regarding access, staging, transportation, disposal, material handling and storage, availability of labor and utilities, weather conditions, existing construction, equipment requirements, and other conditions that may affect the cost or execution of the Work.

Submission of a bid constitutes acknowledgment that the Bidder has made the investigations necessary to properly estimate the cost and difficulty of performing the Work. Failure to investigate existing conditions shall not constitute a basis for additional compensation.

1.04 INTERPRETATION OF CONTRACT DOCUMENTS

A Bidder who is in doubt as to the meaning or interpretation of any portion of the Drawings, Specifications, or other Contract Documents shall submit a written request for clarification to the Architect with sufficient time to permit a response before the bid due date. Interpretations or modifications affecting the Contract Documents will be issued by written Addendum and distributed to bidders. Bidders shall acknowledge receipt of all Addenda on the Bid Form.

Oral explanations, interpretations, or instructions shall not be binding upon the Owner or Architect.

1.05 BIDDER QUALIFICATIONS

The Owner reserves the right to investigate the qualifications and responsibility of any Bidder. Upon request, the Bidder shall furnish information regarding its organization, personnel, equipment, financial capability, relevant experience, and successful completion of projects of similar nature and scope.

The Bidder shall identify whether it is an individual, partnership, corporation, limited liability company, or other business entity and shall demonstrate its ability to properly perform and complete the Work.

PART 2 – BIDDING

2.01 PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the Form of Proposal included in the Contract Documents. All requested prices, alternates, unit prices, information, acknowledgments, signatures, affidavits, and certifications shall be completed.

Each bid shall be enclosed in a sealed envelope showing the Bidder's name and return address and clearly marked:

"PROPOSAL FOR OFFICE RENOVATION AND CONFERENCE ROOM ADDITION"

and addressed to:

Cuba Township

28000 W. Cuba Road

Barrington, Illinois 60010

ATTN: Heidi N. Shannon, Clerk

Bids shall be received no later than:

1:00 p.m., Wednesday, October 21, 2026

Bids received after the specified date and time will not be considered.

2.02 BID PRICES

Bid prices shall include all labor, materials, equipment, tools, supervision, transportation, disposal, insurance, required surety bonds, warranties, permits, licenses, fees, overhead, profit, testing, inspections, and other costs necessary to provide a complete Project in accordance with the Contract Documents, except where specifically stated otherwise.

Cuba Township is a tax-exempt public body. Bidders shall exclude applicable taxes for which the Owner's tax-exempt status applies.

2.03 BID SECURITY

Bid security and bid bonds are not required to be submitted with the Bid.

The successful Bidder shall, however, furnish the surety bonds required by the Contract Documents following award and prior to commencement of the Work



2.04 MODIFICATION OR WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written notice received by the Owner before the established bid due date and time.

Following the bid opening, proposals shall remain firm and shall not be modified, withdrawn, or canceled without the written consent of Cuba Township for a period of sixty (60) days.

2.05 BID OPENING

Bids will be publicly opened by the Township Clerk or her designee and read aloud at the Cuba Township Office at:

1:15 p.m., Wednesday, October 21, 2026

2.06 NON-COLLUSION AND REQUIRED CERTIFICATIONS

Each Bidder shall submit the required Affidavit of Non-Collusion and other certifications and affidavits included with the Bidding Documents.

Where included in the Contract Documents, required certifications may include tax compliance, eligibility for public contracting, and applicable employment, substance-abuse, and sexual-harassment-policy certifications.

Failure to submit required documents may be cause for rejection of the bid.

PART 3 – AWARD AND CONTRACT

3.01 EVALUATION AND AWARD

The Owner may consider bid price, responsiveness to the Contract Documents, Bidder qualifications, experience, responsibility, ability to complete the Work within the required schedule, and other factors permitted by applicable law.

The basis of award shall be to the responsible low Bidder whose bid conforms to the Contract Documents, subject to the Owner's rights and applicable law.

The Owner may make such investigations as it considers necessary to determine the Bidder's ability to perform the Work. The Bidder shall furnish information reasonably requested for this purpose.

3.02 OWNER'S RIGHTS

Cuba Township reserves the right to reject any or all bids, to waive minor informalities or irregularities when permitted by applicable law, and to take such action regarding the bids as is permitted under the Contract Documents and applicable law.

Incomplete, unsigned, conditional, nonresponsive, or otherwise irregular proposals may be rejected by the Owner.

3.03 EXECUTION OF CONTRACT

The successful Bidder shall, within fifteen (15) calendar days after award of the Contract, or within such other period established by the Owner, execute a written Contract with Cuba Township. See the contract document format in section 9 of this document.

3.04 SURETY BONDS AND INSURANCE

The successful Bidder shall, following award and prior to commencement of the Work, furnish the Performance Bond and Labor and Material Payment Bond required by the Contract Documents. Such bonds shall be issued by a surety company authorized to conduct business in the State of Illinois and acceptable to the Owner. The bonds shall guarantee the Contractor's faithful performance of the Contract and payment of all obligations for labor and materials furnished in connection with the Work.

The cost of all required surety bonds shall be included in the Contract Sum.

Prior to commencement of the Work, the successful Bidder shall also provide certificates of insurance demonstrating compliance with the insurance requirements of the Contract Documents. Cuba Township and the Architect shall be named as additional insureds where required by the Contract Documents.

Failure of the successful Bidder to furnish the required surety bonds, insurance, or other required Contract documentation within the time established by the Owner may constitute grounds for withdrawal of the award and award to another responsible Bidder.

3.05 WARRANTIES

The successful Contractor shall provide all warranties required by the Contract Documents, including a minimum one (1) year written warranty from Final Completion for Construction Work, together with applicable manufacturer's roofing/shingle and other product warranties.

PART 4 – PERFORMANCE REQUIREMENTS

4.01 PERMITS AND CODE COMPLIANCE

Work shall not commence until all required State and local permits and approvals have been obtained.

The Contractor shall obtain permits assigned to the Contractor under the Contract Documents and shall comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and requirements governing the Work.

4.02 COMMENCEMENT AND CONTINUITY OF WORK

The successful Contractor shall commence Work following execution of the Contract and authorization by the Owner and shall diligently and continuously prosecute the Work through completion in accordance with the Contract Documents and approved Project schedule.

The Bidder shall indicate, where requested, the anticipated calendar days required to complete the Work.



4.03 PREVAILING WAGE

The Project is subject to the Illinois Prevailing Wage Act.

The successful Contractor and all subcontractors shall pay not less than the applicable prevailing rates of wages established by the Illinois Department of Labor to laborers, workers, and mechanics performing Work under the Contract.

All costs associated with compliance with prevailing-wage requirements shall be included in the Bid and Contract Sum, and no additional compensation shall be allowed solely for compliance with such requirements.

4.04 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor and its subcontractors shall comply with all applicable federal and State of Illinois equal employment opportunity and nondiscrimination requirements applicable to the Project. The Contractor shall not discriminate in employment or performance of the Work on any basis prohibited by applicable law and shall require its subcontractors to comply with applicable requirements.

4.05 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for coordinating and performing the Work in a manner that minimizes interference with the Owner's ongoing operations and other work occurring at or adjacent to the Project site.

The Contractor shall be responsible for the means, methods, techniques, sequences, procedures, safety precautions, and programs associated with performance of the Work, except as otherwise specifically provided in the Contract Documents.



3. BID FORM

PROJECT: Office Renovation and Conference Room Addition
Cuba Township
28000 W. Cuba Road
Barrington, Illinois 60010

OWNER: Cuba Township
28000 W. Cuba Road
Barrington, Illinois 60010

Proposal of _____, hereinafter called the **“Bidder,”**
a/an _____ (corporation, partnership, individual, or other
business entity), doing business as _____, to **Cuba**
Township, hereinafter called the **“Owner.”**

The Bidder, in response to the Invitation to Bid for the referenced Project, having carefully examined the complete Contract Documents, including the Project Manual, Drawings, Specifications, Addenda, if any, and associated documents, and having examined the Project site and conditions affecting the Work, hereby proposes to furnish all labor, materials, equipment, supervision, services, insurance, required surety bonds, permits, warranties, and other items necessary to complete the Work in strict accordance with the Contract Documents for the amount stated herein.

The Project includes **a new addition consisting of basement storage and conference room, new offices, finish updates, and associated work as indicated in the Contract Documents.**

Submission of this Proposal constitutes acknowledgment that the Bidder has familiarized itself with the Project site, existing conditions, access, availability of labor and materials, and other conditions affecting the performance and cost of the Work.

The Base Bid work shall be as follows:

A. Base Bid:

The Base Bid shall include all Work necessary for the complete construction of the Project as indicated in the Contract Documents, including, but not limited to:

1. Construction of the new building addition, including basement storage and conference room.
2. Construction of new offices.
3. Interior renovations and finish updates.
4. Structural, architectural, mechanical, electrical, plumbing, and other associated Work indicated in the Contract Documents.



5. Site work and restoration associated with the new construction and renovation, where indicated.
6. Demolition, removal, disposal, temporary protection, and preparation required to complete the Work.
7. Coordination with existing construction, utilities, building systems, and ongoing Owner operations.
8. All required permits, inspections, testing, licenses, fees, insurance, and required surety bonds, except where specifically indicated otherwise in the Contract Documents.
9. All labor, materials, equipment, tools, supervision, overhead, profit, warranties, and other services necessary to provide a complete and operational Project.

BASE BID – COMPLETE WORK

Provide lump sum price for Base Bid A. 1 through 9, including any allowances.

CONTRACTOR TO BREAK DOWN BID IN THE FOLLOWING CATEGORIES (Do not include any allowances or alternate costs in these categories):

General Conditions, Overhead and Profit	\$ _____
General Construction (All work by GC including supervision and items not requested elsewhere in this Bid Form)	\$ _____
Site Prep (Excavation, Utility Work, Tree Removal, Fencing, Construction Sign, etc.)	\$ _____
Demolition (Building)	\$ _____
Concrete	\$ _____
Masonry	\$ _____
Metal Structural Framing, Columns & Lintels	\$ _____
Wall Framing	\$ _____
Insulation, Air Barrier & Roofing	\$ _____
Exterior Wall Cladding	\$ _____
Exterior Curtainwall & Storefront	\$ _____
Doors, Windows & Hardware (Interior)	\$ _____
Finishes (Drywall, Wall Panel, Ceiling, Flooring, Painting)	\$ _____



Mechanical \$ _____

Electrical \$ _____

Fire Protection \$ _____

TOTAL ALL:

_____ dollars (\$ _____)

B. Unit Prices:

Provide Unit Prices for all works mentioned above, which may or may not occur during the course of the project. Unit Prices shall apply to all project areas, unless otherwise noted.

Provide unit prices of product and installation for the following items:

- | | |
|--------------------------------------|----------|
| a. Light fixture price for each item | \$ _____ |
| b. Lay-in acoustic ceiling tile | \$ _____ |
| c. Duplex receptacles | \$ _____ |

_____ Dollars
(\$ _____)

The Base Bid represents the Bidder's total lump-sum price for completion of the Work described in the Contract Documents.

D. Allowances:

1. Include an allowance of **\$20,000** for permit fees

i. CONTRACT TIME

The Bidder agrees to commence the Work following execution of the Contract, receipt of required permits and approvals, submission of required surety bonds and insurance documentation, and authorization by the Owner to proceed.

The Bidder proposes to achieve Final Completion of the Work within: _____ **Calendar Days** from the date established for commencement of the Work.

The Bidder agrees to cooperate with the Owner and Architect in scheduling and performing the Work to minimize disruption to Cuba Township's ongoing operations.

ii. ADDENDA

The Bidder acknowledges receipt of the following Addenda and confirms that all modifications contained therein have been incorporated into this Proposal:



Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

iii. BID SECURITY AND SURETY BONDS

No Bid Bond or other bid security is required to accompany this Proposal.

If awarded the Contract, the successful Bidder shall furnish the **Performance Bond and Labor and Material Payment Bond or other surety bond(s) required by the Contract Documents**, issued by a surety authorized to conduct business in the State of Illinois and acceptable to the Owner. The cost of the required surety bond(s) shall be included in the Base Bid and Contract Sum.

iv. CONTRACT EXECUTION

If awarded the Contract, the undersigned agrees to execute a Contract with Cuba Township within **fifteen (15) calendar days** following written notification of award, or within such other period established by the Owner.

Prior to commencement of the Work, the successful Bidder shall furnish all required surety bonds, certificates of insurance, affidavits, certifications, and other documentation required by the Contract Documents.

The Bidder agrees that this Proposal shall remain firm and shall not be modified, withdrawn, or canceled without the written consent of Cuba Township for a period of **sixty (60) days following the bid opening**.

v. BIDDER CERTIFICATIONS

By submitting this Proposal, the Bidder represents and certifies that:

- A. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other entity.
- B. The Bidder has not directly or indirectly induced or solicited another bidder to submit a false or sham bid.
- C. The Bidder has not directly or indirectly induced or solicited any person, firm, or corporation to refrain from bidding.
- D. The Bidder has not sought through collusion, fraud, or other unlawful means to obtain an advantage over another Bidder or the Owner.
- E. The Bidder has carefully examined and understands the Contract Documents and has examined the Project site and existing conditions sufficiently to properly prepare this Proposal.
- F. All labor, materials, equipment, methods, and workmanship furnished under the Contract shall conform to the Contract Documents, manufacturer's requirements, and applicable laws, codes, regulations, and standards.



G. The Bidder acknowledges that the Project is subject to the **Illinois Prevailing Wage Act** and has included all costs associated with compliance with applicable prevailing-wage requirements in its Proposal.

H. The Bidder has included in its Base Bid all costs necessary to provide the complete Work, except only those items specifically identified in the Contract Documents as being furnished or paid for by the Owner.

vi. OWNER'S RIGHTS

The Bidder acknowledges that Cuba Township reserves the right to reject any or all bids, waive minor informalities or irregularities when permitted by applicable law, and exercise all other rights established in the Contract Documents.

The Bidder understands that award of the Contract shall be made in accordance with the Instructions to Bidders and applicable requirements governing the Project.

viii. BIDDER'S OBLIGATIONS

In submitting this Proposal, the Bidder understands and agrees that it shall be bound by the terms, conditions, and requirements of the Contract Documents, which are incorporated herein by reference.

Dated this _____ day of _____, 2026.

BIDDER INFORMATION

Legal Name of Bidder: _____

Business Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone: _____

Email: _____

Business Entity:

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other: _____

State of Organization/Incorporation: _____

By: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ATTEST, IF APPLICABLE

By: _____

Printed Name: _____

Title: _____

Signature: _____



4. SUPPLEMENTARY GENERAL CONDITIONS

1. PROJECT WORK

The Project Work shall consist of the new addition of basement storage, conference room, new offices, finish updates, and associated work as indicated in the Contract Documents.

The Contractor shall provide all labor, materials, equipment, transportation, supervision, and incidentals necessary to complete the Project in accordance with the Contract Documents.

2. CONTRACT DOCUMENTS

The Contract Documents shall consist of the Invitation to Bid, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Specifications, Drawings prepared by Allen + Pepa Architects, Contractor's accepted Bid Proposal, required affidavits and certifications, Performance and Payment Bonds, Notice to Proceed, and Addenda, if any.

3. PROJECT SITE

The Project Site is:

Cuba Township Administrative Offices
28000 W. Cuba Road
Barrington, Illinois 60010

Prior to submitting its Bid, the Contractor shall examine the Project Site and become familiar with existing conditions affecting the Work. No allowance will be made for lack of knowledge of conditions that could reasonably have been determined by examination of the Project Site and Contract Documents.

4. CONTRACT SUM

The Contract Sum shall include all labor, materials, equipment, transportation, supervision, insurance, bonds, fees, overhead, profit, and other costs necessary to complete the Work in accordance with the Contract Documents, except costs specifically identified as reimbursable by the Owner.

The Owner is tax exempt. Applicable State and Federal taxes for which the Owner's exemption applies shall be omitted from the Contract Sum.

5. CONTRACT TIME

The Contractor shall commence the Work following receipt of the Notice to Proceed and shall diligently prosecute the Work through completion in accordance with the Contract Documents.

Time is of the essence of the Contract.

6. PERMITS AND FEES



The General Contractor shall secure all required permits, licenses, and inspections and deliver required certificates of inspection to the Owner.

The cost of permits shall be a direct reimbursable expense as provided in the Supplementary General Conditions.

7. INSURANCE

The Contractor shall procure and maintain insurance in the types and amounts required by the Supplementary General Conditions.

Required certificates of insurance and endorsements shall be submitted to the Owner prior to commencement of the Work.

8. PERFORMANCE AND PAYMENT BONDS

Prior to commencement of the Work, the Contractor shall furnish Performance and Payment Bonds as required by the Contract Documents, issued by a surety authorized to conduct business in the State of Illinois and acceptable to the Owner.

The cost of the required bonds shall be included in the Contract Sum.

9. PAYMENTS

Applications for Payment, retainage, lien waivers, final payment, and related documentation shall be submitted in accordance with the Supplementary General Conditions.

10. CONTRACTOR RESPONSIBILITY

The Contractor shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, procedures, and safety precautions and programs associated with the Work.

The Contractor shall coordinate the Work of all subcontractors and trades and shall be responsible for the proper execution and completion of the Work in accordance with the Contract Documents.

11. PROTECTION AND INDEMNIFICATION

The Contractor shall protect the Work, Project Site, existing construction, Owner's property, and persons affected by the Work.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Cuba Township, Allen + Pepa Architects, and their respective officers, employees, and agents from claims, damages, losses, and expenses arising out of or resulting from the Contractor's performance of the Work, except to the extent caused by the negligence of an indemnified party.

12. WARRANTY



The Contractor shall warrant all workmanship and materials for twelve (12) months from the date of acceptance by the Owner, unless a longer warranty period is required by the Contract Documents or manufacturer.

Required manufacturers' warranties shall be provided to the Owner prior to final payment.

13. CHANGES IN THE WORK

Changes affecting the Contract Sum, Contract Time, or scope of Work shall be authorized by written Change Order in accordance with the Contract Documents.

No additional compensation or extension of Contract Time shall be allowed for changes performed without required authorization.

14. PREVAILING WAGES

The Contractor and all Subcontractors shall comply with the Illinois Prevailing Wage Act and the requirements stated in the Supplementary General Conditions.

All costs associated with prevailing wage compliance shall be included in the Contract Sum.

15. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, and requirements governing the Work.

16. NON-DISCRIMINATION

The Contractor and Subcontractors shall comply with applicable federal and State of Illinois laws regarding equal employment opportunity and non-discrimination.

17. DEFAULT

In the event of default by the Contractor, the Owner shall have all rights and remedies available under the Contract Documents and applicable law.

18. GOVERNING LAW

The Contract Documents shall be governed and construed in accordance with the laws of the State of Illinois.

19. CONTRACT DOCUMENTS CONTROL

These General Terms and Conditions shall be read together with the General Conditions, Supplementary General Conditions, Drawings, Specifications, and other Contract Documents.

Where a requirement is specifically addressed in the Supplementary General Conditions, the Supplementary General Conditions shall govern.



5. NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or officer of the firm of, etc.)

The party makes the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the bid price of affiant of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against CUBA TOWNSHIP, or any person interested in the proposed contract; and that all statements in the said proposal or bid are true.

Signature of Bidder
(if Bidder is an individual)

Signature of Bidder
(if Bidder is a partnership)

Signature of Bidder
(if Bidder is a Corporation)

Scribed and sworn to before me this

_____ day of _____, 2026

My Commission expires _____, 2026



6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the 'subcontract' include the term 'purchase order' and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term 'Seller' shall be deemed to refer to the Bidder or Officer, or Subcontractor or Supplier. This certificate shall be renewed annually, Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificates is in effect. The undersigned seller certifies the following to **CUBA TOWNSHIP**.

CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employee any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term 'segregated facilities' means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions for the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods); **NOTICE TO PROSPECTIVE**

SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from the Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F. R. Part 60-1 .40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R Sec 60- 1 .40

Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this ____ day of 2026 by:

Firm Name: _____

By: _____

Title: _____



7. PAYMENT REQUEST FORMS

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TOGC: CM&B, Inc.
75 Sylvan Street
Danvers, MA 01923

PROJECT: [REDACTED]
Address: [REDACTED]

APPLICATION NO: [REDACTED]

Distribution to:
c =) OWNER
c =) ARCHITECT
[]) CONTRACTOR
c = J
c = J

FROM SUBCONTRACTOR:

VIA ARCHITECT:

PERIOD TO: [REDACTED]

CM&B PROJECT NO: [REDACTED]

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	0.00
b. 10 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0

SUBCONTRACTOR:

By: _____ Date: _____
State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE **OF** PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 0

Contractor's signed certification is attached.

APPLICATION DATE: 1/0/1900

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 1/0/1900

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO: 0

A 111.M NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DORE)	G		H BALANCE (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)		
1	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
2	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
3	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
4	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
5	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
6	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
7	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
8	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
9	NAME OF ITEM:	\$ -	\$ -	\$ -		\$ -			\$ -
10	CHANGE ORDERS (IF APPLICABLE):	\$ -	\$ -	\$ -		\$ -			\$ -
	PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS)								
	Total Labor:	\$ -							
	Total Materials:	\$ -							
	Total Tax:	\$ -							
	Total Scheduled Value:	\$ -							
	GRAND TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



8. CHANGEORDER FORM



AIA® Document G701™ - 2001

ChangeOrder

PROJECT: <i>(Name and address)</i>	CHANGE ORDER NUMBER:	OWNER ☐
	DATE:	ARCHITECT ☐
		CONTRACTOR ☐
TO SUBCONTRACTOR: <i>(Name and address)</i>	CONTRACTOR'S PROJECT NUMBER:	FIELD ☐
	SUBCONTRACT DATE:	☐
	SUBCONTRACT FOR:	

The Subcontract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

The original _____ was \$ _____
 The net change by previously authorized Change Orders: \$ _____
 The _____ prior to this Change Order was \$ _____
 The _____ will be _____ by this Change Order in the amount of \$ _____
 The new _____, including this Change Order, will be \$ _____
 The Subcontract Time will be _____ by _____ () days.
 The date of Substantial Completion as of the date of this Change Order, therefore, is _____

NOTE: This Change Order does not include changes in the Subcontract Sum, Subcontract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Subcontractor and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL: SIGNED BY THE SUBCONTRACTOR AND CONTRACTOR.

SUBCONTRACTOR <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>
ADDRESS	ADDRESS
BY <i>(Signature)</i>	BY <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>
DATE	DATE

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9. CONTRACT DOCUMENT FORMAT

CONTRACT FOR YOUTH AND COMMUNITY CENTER PROJECT

This Agreement is made this _____ day of August, 2026 between Cuba Township, Illinois, hereinafter referred to as "Township," and _____, hereinafter referred to as "Contractor." The Township and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."

WITNESSETH

That the Township and Contractor, for the consideration hereinafter named, agree as follows:

Section I-Contract Documents

The Contract Documents shall consist of this document together with the Invitation to Bid, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Specifications, Drawings prepared by Allen + Pepa Architects, Contractor's accepted Bid Proposal, required affidavits and certifications, Performance and Payment Bonds, Notice to Proceed, and Addenda, if any. These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence upon issuance of Notice to Proceed.

The Contractor shall be completed with the work by **Month XX, 2026**.

Time is of the essence for all matters concerning this Contract.



Section IV- Contract Sum

The Township agrees to pay the Contractor for the performance of the Contract Work in the manner set forth in the Contract Documents. The Contract Sum is:_____. Payment(s) shall be made to the Contractor by the Township only after the Contractor has fully performed the Contract Work and fulfilled the terms of the Contract Documents.

Section V- Change Orders

A Change Order is a written instrument signed by the Owner and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

A Construction Change Directive is a written proposal or request for information prepared by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and



.5 Costs of supervision and field office personnel directly attributable to the change.

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

Section VI - Additional Terms

1. The contractor, subcontractors, and suppliers shall perform all work required for the Project in a good and workmanlike manner.
2. The Township has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall 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 Cuba Township. 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 Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. 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 Cuba Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Cuba Township agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor 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: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.



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.
- (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.
3. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
4. Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.
5. Any and all documents and improvements subject to this Contract are, at all times, property of the Township.
6. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction with that of all others on the Project through communication with the Owner. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall, prior to installation, meet with all others involved to plan the most effective method of installation.
7. Contractor shall file a written substance abuse prevention program with the Township for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.



Section VII- Insurance

8. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. Contractor shall submit a Certificate of Insurance complying with the terms herein prior to mobilization.
- A. Minimum Scope of Insurance.
Coverage shall be at least as broad as:
- i. Broad Form Comprehensive General Liability, or the most recent revision.
 - ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
 - iii. Professional Liability Insurance.
- B. Minimum Limits of Insurance.
Provider shall maintain limits no less than:
- i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.
 - iii. Professional Liability Insurance: Contractor shall obtain and maintain, at its own expense, Contractor's professional liability insurance in the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of Contractor's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with any professional design services to be provided under the contract. Said coverage shall be maintained for a period of two (2) years after the date of final payment.
9. Deductibles and Self-Insured Retentions.
Any deductible or self-insured retentions must be declared to, and approved by, the Township. At the option of the Township, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Township, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a



bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:

- a. The Township, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Township, its officers, elected and appointed officials, employees, volunteers, or agents.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Township, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Township, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the 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 Township, its officers, elected and appointed officials, employees, volunteers, or agents.
- d. Coverage shall state 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 Township, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.
- f. Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Township.
- g. Insurance is to be placed with insurers licensed to do business in Illinois.



- h. When requested, Contractor shall furnish the Township with certificates of insurance and with original endorsements if applicable effecting 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 Township reserves the right to require complete certified copies of all required policies, at any time.

11. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Township and shall indemnify the Township and its officers, elected and appointed 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 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 that the Township would otherwise have. The Contractor shall similarly, protect, and indemnify the Township, its officers, elected and appointed officials, employees, 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. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VIII- Assignment

This Contract is nonassignable in whole or in part by either Party, and an assignment shall be void without the prior written consent of Township, whose consent shall not be unreasonably withheld.

Section IX- Contractor Status

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the Township; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section X- Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section XI- Compliance with Freedom of Information Act.

Contractor agrees to maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq. In addition, Contractor shall timely produce records which are responsive to a request received by the Township under FOIA so that the Township may provide records to those requesting them within the required statutory time frames. If additional time is necessary to compile records in response to a request, then Contractor must timely notify the Township and if possible, the Township will request an extension so as to comply with FOIA. In the event that the Township is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise timely or appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Township harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XII – Human Rights Act

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");



6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Township that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Township in canceling this Contract shall not be construed as, and does not constitute, either the Township's consent to such violation or a waiver of any rights the Township may have, including without limitation, cancellation of this Contract.

Section XIII - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Township on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

Section XIV – Further Assurances

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Township, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Township for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

CUBA TOWNSHIP

By: _____

By: _____

Supervisor, Cuba Township