

# **BIDDERS PACKAGE**

## **WILL COUNTY OF ILLINOIS OFFICE BUILDING RENOVATIONS**

**302 NORTH CHICAGO STREET  
JOLIET, IL 60432**

The Bidder's Package includes the following Information for your use in Preparation of your Bid Package Proposal.

All Documents are available via Harbour's Procore Portal. Access can be obtained by contacting Harbour's Project Coordinator (Roseanne Markowski) at [rmarkowski@harbour-cm.com](mailto:rmarkowski@harbour-cm.com) or Harbour's Project Manager (Shawn A Thompson) at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com).

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YOU ARE INVITED TO SUBMIT A BID FOR THE WILL COUNTY OF ILLINOIS OFFICE BUILDING RENOVATIONS LOCATED at 302 NORTH CHICAGO STREET, JOLIET, IL 60432.

YOU ARE INVITED TO ATTEND A **NON-MANDATORY SITE VISIT** FOR THE PROJECT THAT WILL BE HELD ON **AUGUST 14, 2020** at THE WILL COUNTY OFFICE BUILDING, 302 NORTH CHICAGO STREET, JOLIET, IL 60432 **FROM 10:00 AM-CDT TO 12:00 PM-CDT**. ALL VISITORS MUST SIGN IN AND **WEAR FACE MASKS** DURING THE VISIT. WE WILL BE PERFORMING TEMPERATURE SCREENINGS AND WE WILL BE LIMITING THE AMOUNT OF PEOPLE WITHIN THE FACILITY AT A TIME PER CDC DISTANCING GUIDELINES.

THE PROJECT INCLUDES RENOVATIONS OF THE EXITING OFFICE BUILDING WITHIN SELECT AREAS OF THE LOWER LEVER, FIRST LEVEL and SECOND LEVEL. THIS PROJECT WILL BE DONE IN **VARIOUS PHASES** AS WELL AS TO UTILIZE **DOUBLE SHIFTS** and **SATURDAY'S** TO EXPEDITE THE WORK IN EFFORTS TO MINIMIZE THE OVERALL IMPACT TO THE FACILITY OPERATIONS.

MAJOR TRADES / BID PACKAGES FOR THE PROJECT TO INCLUDE, BUT NOT BE LIMITED TO, EXCAVATION, ASPHALT PAVING, SELECTIVE DEMOLITION, CONCRETE, MISCELLANEOUS STEEL, CARPENTRY, CASEWORK / MILLWORK, DOORS, WINDOWS, HARDWARE, GYPSUM ASSEMBLIES, FLOORING, PAINTING, INTERIOR SIGNAGE, FIRE SUPPRESSION, PLUMBING, HVAC, ELECTRICAL, AUDIO / VIDEO COMMUNICATIONS, FIRE ALARM, ETC.

**PLANS, SPECIFICATIONS and BID PACKAGES / CONDITIONS** OF THE BID ARE **AVAILABLE AFTER 12:00 PM-CDT ON TUESDAY AUGUST 11, 2020** BY CONTACTING THE CONSTRUCTION MANAGER, HARBOUR CONTRACTORS, INC. PROJECT COORDINATOR ROSEANNE MARKOWSKI at PH: 815.782.1318 at EM: RMARKOWSKI@HARBOUR-CM.COM or PROJECT MANAGER SHAWN A. THOMPSON at EM: STHOMPSON@HARBOUR-CM.COM.

**SEALED BIDS WILL BE RECEIVED** AT THE WILL COUNTY OFFICE BUILDING, 302 NORTH CHICAGO STREET, 2<sup>ND</sup> FLOOR EXECUTIVE'S OFFICE / PURCHASING, JOLIET, IL 60432 BY **NO LATER THAN 1:00 PM-CDT ON FRIDAY AUGUST 21, 2020**. **BIDS WILL BE PUBLICLY OPENED and READ** by THE WILL COUNTY PURCHASING DIRECTOR IMMEDIATELY THEREAFTER at THE WILL COUNTY OFFICE BUILDING, 302 NORTH CHICAGO STREET, 2<sup>ND</sup> FLOOR BOARD ROOM, JOLIET, IL 60432. THE OPENING WILL BE STREAMED VIA WILL COUNTY WEB SITE (WEBEX) PORTAL. THOSE THAT ATTEND MUST WEAR FACE MASKS and SOCIAL DISTANCE. SPACE WILL BE LIMITED.

THE TENDERING OF A BID SHALL BE CONSTRUED AS ACCEPTANCE OF THE PLANS, SPECIFICATIONS and BID PACKAGES / CONDITIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS OR TO WAIVE ANY NON-MATERIAL INFORMALITY OR IRREGULARITY.

BY ORDER OF THE WILL COUNTY EXECUTIVE, DENISE WINFREY

YOU ARE INVITED TO SUBMIT YOUR SEALED BID FOR THE WILL COUNTY OF ILLINOIS OFFICE BUILDING RENOVATIONS LOCATED at 302 NORTH CHICAGO STREET, JOLIET, IL 60432.

**NON-MANDATORY SITE VISIT:**

A Non-Mandatory Site Visit for the Project Will Be Held on August 14, 2020 from 10:00 AM-CDT to 12:00 PM-CDT at the Will County Office Building, 302 North Chicago Street, Joliet, IL 60432. There will be a Sign-In / Out Sheet, Face Mask's WILL BE REQUIRED, Temperature Screening will be Performed and Access Will Be Limited for CDC Distancing Guidelines.

No Allowance will be made subsequently in this condition on behalf of any Bidder for any Error or Negligence on their part. If you Do Not Attend this Site Visit you do so on your own accord. No Exceptions will be made.

**BID DUE DATE, OPENING and DELIVERY:**

**Sealed Bids** will be received at the Will County Office Building, 302 North Chicago Street, 2<sup>nd</sup> Floor Executive's Office / Purchasing, Joliet, IL 60432 no later than **1:00 PM-CDT on Friday August 21, 2020.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

**Bids will be Publicly Opened and Read** by the Will County Purchasing Director at **1:10 PM-CST on Friday August 21, 2020** at the Will County Office Building, 302 North Chicago Street, 2<sup>nd</sup> Floor Board Room, Joliet, IL 60432. This will also be Streamed via the Will County Web Site (WebEx) Portal.

Bids must be made In Accordance with the Instructions contained herein. **BIDS RECEIVED THAT ARE NOT IN ACCORDANCE WITH INSTRUCTIONS WILL NOT BE ACCEPTED.**

Bids shall be submitted in Triplicate with **(1) One Original (Clearly Marked), (2) Two Copies (Clearly Marked).**

Bids shall be submitted on the Forms furnished by the County of Will in a Sealed Package / Envelope.

**Sealed Package / Envelope shall be clearly labeled with the following information:**

**Addressed To:**

- Will County Executive's Office / Purchasing Department, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432.

**Labeled Clearly:**

- **SEALED BID:** Will County of Illinois Office Building Renovations at 302 North Chicago Street, Joliet, IL 60432.
- Bidder's Name
- Bidder's Address
- Bidder's Contact Information (i.e. Name and Phone Number)
- Notation of Bid Package(s) Included

**Sealed Package / Envelope shall include within the following information:**

- Fully Completed and Signed **Bid Form** for Each Bid Package that is being submitted by Bidder.
- Fully Completed and Signed **Addenda Form** by Bidder.
- Fully Completed and Signed **Prime Contractor Certification** Form by Bidder.
- Fully Completed and Signed **Drug Free Workplace Certification** Form by Bidder.
- **Bid Bond or Cashier's Check** for Each Bid Package that is being submitted by Bidder.
- **Proof of Carriage of Insurance** by Bidder.

**BID DOCUMENTS:**

To receive the Bid Documents, contact the Construction Manager, Harbour Contractors, Inc., Project Coordinator Roseanne Markowski via Phone at 815.782.1318 or Email at [rmarkowski@harbour-cm.com](mailto:rmarkowski@harbour-cm.com) or Project Manager Shawn A. Thompson via Email at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com).

Upon receipt of your email or phone contact you will receive an Invitation to Download the Contract Documents. If you have any questions on how to download the documents once invitation is received, please contact Roseanne Markowski.

Bid Documents will be provided via Harbour Contractors, Inc. web based Procore Application in Electronic Format Only.

**BID PACKAGES:**

All Bids / Proposals are Lump Sum and it is the Bidder's responsibility to confirm all quantities.

The Trade Contract Work is divided into the following Bid Packages. Bidder's must include All Work Included in the Bid Package as delineated per the Scope of Work. **Bids received for Partial Packages will Not Be Accepted.**

Bidder's may bid on Multiple Packages, but must submit separately for each complete Bid Package. i.e. If you would like to bid on Packages 2A and 2B, you will need to submit a separate full complete submittal for 2A and separately the same for 2B. **They cannot be sent in the same Envelope or combined on the same forms.**

Bid Package No.	Bid Package Description	Bid Package Includes
2A	Excavation	Erosion Control, Construction Access, Earthwork
2B	Asphalt Paving	Asphalt Paving, Imprinted Asphalt
3A	Concrete	Site Concrete, Cast-In-Place Concrete
5A	Miscellaneous Metals	Pipe and Tube Railings
6A	Carpentry (Gen Trades)	Selective Demo, Cold-Form Framing, Rough Carpentry, Sheathing, Thermal Insulation, Weather Barriers, Joint Sealants, Doors & Hardware, Non-Structural Metal Framing, Gypsum Board, Acoustical Panel Ceilings, Wall Protection

6B	Casework / Millwork	Plastic-Laminate-Faced Cabinets, Specialty Casework, Solid Surface Countertops
7A	EIFS	Polymer-Based Exterior Insulation and Finish System
8A	Windows	Aluminum-Framed Entrances and Storefronts
9A	Flooring	Resilient Base and Accessories, Resilient Tile Flooring, Tile Carpeting
9B	Painting	Painting
10A	Interior Signage	Panel Signage
15A	Fire Suppression	Wet Based Fire Suppression System
15B	Plumbing	Plumbing: Water, Sanitary, Storm, Equip. & Fixtures
15C	Mechanical	HVAC
16A	Electrical	Electric: Power, Lighting, Cabling, Fire Alarm

**SUPPLEMENTARY GENERAL CONDITIONS:**

See Supplementary General Conditions for Further Information and Instructions to Bidders.

**REQUEST FOR INFORMATION (RFI):**

All Requests For Information (RFI's) must be submitted via Email to Shawn A. Thompson at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com). All RFI's must be submitted **no later than Monday August 17, 2020**.

**RELATIONSHIP OF PARTIES:**

**Owner:** County of Will (aka Will County) is the Owner for the Project.

**Construction Manager:** Harbour Contractors, Inc. is functioning as the Construction Manager for Will County. All Trade Contracts will be assigned to Harbour Contractors, Inc. and Trade Contractor will enter into Subcontract Agreement with Harbour Contractors, Inc. For the purpose of this project any instances in the Contract Documents that refer to 'General Contractor (GC)' or 'Construction Manager (CM)' shall mean Construction Manager.

**Trade Contractor:** Trade Contractor is defined as any Contractor or Supplier directly entering into a Contract Agreement with Harbour Contractors, Inc. to perform work or provide products that refer to 'Subcontractor' or 'Contractor' as well as any contractor referred to by trade such as 'Electrical Contractor' shall mean Trade Contractor.

**BID PROCEDURES / PROCESS:**

The Trade Work will be publicly bid as indicated in the Notice / Instructions to Bidders.

The Trade Contract work is divided into Bid Packages (Scopes of Work), Bidders must include all work included in the Bid Package. Bids received for partial packages will not be accepted. Contractors may bid on multiple packages.

All Bids / Proposals are Lump Sum; it is the bidder's responsibility to confirm all quantities.

Bids will be publically opened and read immediately following the bid due time and date. Formal bid tabulations will be issued at the following meeting of the Capital Improvements Committee of the Will County Board.

All trade work subcontracts will be assigned to the Construction Manager and all trade contracts will be directly between the Trade Contractor and the Construction Manager. The form of contract is included in the bid package.

The County of Will (aka Will County) reserves the right to accept or reject any or all bids or proposals or to waive any non-material informality or irregularity in any bid received.

All bids must be prepared on the forms provided by the County and submitted in accordance with the Notice / Instructions to bidders.

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement of Bids or prior to any extension thereof issued to the bidders.

Unless otherwise provided in any supplement to the Notice / Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement of Bids.

Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.

Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid / proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than August 17, 2020, notify the Construction Manager, who will, if necessary, send written addendum to all bidders. Will County (aka County of Will) will not be responsible for any oral instructions. All inquiries shall be directed to the Construction Manager in writing at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com). After sealed bids are received, the bidder will make no allowance for oversight.

**SIGNATURE OF BIDS:**

The **Signature on Bid Documents** shall be that of an Authorized Representative of Bidder. An Officer of or Agent of the Offering Bidder who is empowered to bind the Bidder in a Contract shall sign the proposal and any clarifications to that proposal. Will County and Harbour Contractors, Inc. bears no responsibility in determining the authority of the signer and is entitled to rely on the representation of authority.

Each Bidder, by making his bid, represents that he has read and understands the bidding documents. **ANY BID NOT CONTAINING SAID SIGNED DOCUMENTS SHALL BE NON-CONFORMING AND SHALL BE REJECTED.**

**TAX EXEMPTION:**

The County of Will is exempt from Federal, State and Municipal Taxes. Tax Exemption #E9992-5737

**BID SECURITY / BOND:**

**A 10% Bid Bond or Cashier's Check** made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered into. **Money Orders or Company checks will NOT be accepted.** The unsuccessful bidders' checks will be returned after the County Board has awarded the bid. The bid bond or cashier's check of the successful bidder will be returned after being replaced with their performance and payment bonds. Failure to reach a contract with the County, on the terms as specified by this bid, shall require the forfeiture of this bond.



**PERFORMANCE and PAYMENT BONDS:**

A Dual Oblige Performance Bond on the part of the contractor for One Hundred Percent (100%) of the contract price. A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A Dual Oblige Payment Bond on the part of the Contractor for One Hundred Percent (100%) of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Bonds to be submitted to Construction Manager within (10) Ten Days of Notice of Award. The Performance and Payment Bonds will be returned at the completion of the Contract.

**PRIME CONTRACTOR CERTIFICATION OF ELIGIBILITY TO BID:**

Included in this bid package is a Prime Contractor Certification form. This form must be filled out, signed and returned with your sealed bid package. **ANY BID NOT CONTAINING SAID SIGNED DOCUMENTS SHALL BE NON-CONFORMING AND SHALL BE REJECTED.**

**INSURANCE:**

Insurance shall be provided as indicated in Exhibit A

**PREVAILING WAGE:**

The Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.), Public Act 86-799 that provides in part, that the Contractor(s), Subcontractor(s), etc. shall pay to all laborers, workers and mechanics performing work under the contract, not less than the prevailing rate of wages determined by the "Illinois Department of Labor."

All work to be performed in accordance with Prevailing Wage Labor Rates and Trade Contractors are required to submit Certified Payroll with Each Payment Application.

**PROJECT SCHEDULE:**

A Preliminary Project Schedule has been provided as a guide line for the tentative Start and Finish Dates as well as the overall flow and duration of the project. Trade Contractors shall be responsible to coordinate with other trades and schedule work under the direction of the Construction Manager. Bidders shall include all necessary Wage Increases and Winter Conditions based upon the time frames indicated in the Preliminary Project Schedule.

**CONTRACT DOCUMENTS:**

The Contract Documents include the following

- Will County of Illinois Office Building Renovations **Issued For Bid** Set dated **2020-08-10** as prepared by Stromsland / De Young / Prybys Architecture Group
- Will County of Illinois Office Building Renovations **Project Manual (Specifications)** dated **August 10, 2020** as prepared by Stromsland / De Young / Prybys Architecture Group

- Harbour Contractors, Inc. Job Order (Sample Provided)
- Harbour Contractors, Inc. Job Order Exhibit A (Sample Provided)
- Harbour Contractors, Inc. Job Order Exhibit B (Sample Provided)
- Harbour Contractors, Inc. Job Order Exhibit C (Sample Provided)
- Harbour Contractors, Inc. General Conditions Agreement (Sample Provided)
- Harbour Contractors, Inc. Corporate Safety Manual (Sample Provided)
- Harbour Contractors, Inc. Conceptual
- Trade Package Scope of Work
- Trade Contractor Bid Form
- Trade Contractor Addenda Form
- Trade Contractor Prime Contractor Certification Form
- Trade Contractor Drug Free Workplace Certification Form

**RISK OF LOSS:**

The Bidder shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

**PROOF OF CARRIAGE OF INSURANCE:**

The Bidder shall furnish the owner at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 60 days written notice has been received by all named insured." **Any bid not containing said proof of insurance shall be non-conforming and shall be rejected.**

All policies shall substitute the word "Occurrence" for "Accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.

All insurance coverage shall be provided by insurance companies maintaining a financial strength and claims paying ability rating no lower than "**A**" **MINUS** "**VIII**" as rated by the 1999 or most current AM Bests Insurance Guide.

**ASSIGNMENT and SUBLET OF CONTRACT:**

The Bidder shall not sublet or assign this contract or any portion thereof, without prior written consent of the County.

**APPROPRIATION OF FUNDS:**

In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Bidder and the County will cease immediately without any penalty or liquidated damages or any other payments.

**CONFLICT OF INTEREST:**

By submitting a bid, the Bidder certifies that no person holding any County office, elected or appointed, has any direct or indirect interest in this Contract, or in any transfer of benefits from this Contract. Breach of this certification shall lead to rejection of this bid or cancellation of the resulting contract. Contractor shall also be liable for any damages caused by this breach.

**REJECTION OF BIDS:**

The bidder acknowledges the right of the County of Will to reject any and all proposals for cause and to waive non-material informality or irregularity in any bid received, and to accept the bid deemed most favorable to the interest of the County of Will after all bids have been examined and evaluated.

**DEFAULT:**

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the County as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

**NON-DISCRIMINATION:**

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1, et seq..

**TAXES:**

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

**CHOICE OF LAW AND VENUE:**

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

**INDEMNIFICATION**

In addition to the insurance requirements herein, the successful bidder shall be required to indemnify and hold harmless the County of Will, its elected officials, and employees, and shall be responsible for all costs, damages, fees, including reasonable attorney's fees, and other monetary expenditures arising out of or related to this project. In no event shall the County of Will, its elected officials, or employees be responsible for any act or omission of the successful bidder. It is understood that this obligation will survive the completion of the project and termination of the agreement.

**RIGHT OF THE COUNTY TO TERMINATE CONTRACT:**

1. If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall, upon the expiration of said 10 days, at County's option, cease and terminate work. The Contract shall then be null and void. Any additional work undertaken by the Contractor shall not be reimbursed by the County.
2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of such Surety of notice of termination, the County may take over work and prosecute the same to completion by other Contract or by force. Contractor shall be liable to the County for any excess cost to the County occasioned thereby, and in such event the County may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary therefore.
3. The County or its assign may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least 14 days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work actually performed pursuant to the Contract through date of termination. This method of termination shall be in addition to any other methods of termination previously mentioned or that may come about by operation of law.

**ILLINOIS FREEDOM OF INFORMATION ACT:**

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/1, et seq.) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with

defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor shall then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the detailed justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment or violation of applicable time periods. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA, a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor shall then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

**EVALUATION CRITERIA:**

Several criteria will be used to evaluate the qualifications and reliability of potential Bidders, including, but not limited to: length of time the contractor has been in business, compliance with regulations, experience with similar clients, references, demonstrated understanding of the bid documents, conformity with specifications, inclusion of mandatory forms (proof of insurance, etc.) and price.

**AWARDING OF BID:**

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject any and all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated.

The Bid is expected to be approved at the **September 1, 2020** meeting of the Capital Improvements Committee of the Will County Board.

**LIQUIDATED DAMAGES:**

There are NO Liquidated damages on the project.

BID PACKAGE	
(Insert Bid Package ID Above)	

<b>TRADE CONTRACTOR INFORMATION</b>
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COMPANY NAME: _____	F.E.I.N. # _____
COMPANY ADDRESS: _____	COMPANY PHONE: _____
CITY/STATE/ZIP: _____	COMPANY FAX: _____
COMPANY CONTACT: _____	COMPANY EMAIL: _____

<b>BID / PROPOSAL AMOUNTS</b>
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TOTAL LUMP SUM AMOUNT:	\$ _____
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ADDITIONAL COMMENTS:
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SIGNED BY: _____	CORPORATE SEAL HERE
TITLE: _____	(IF AVAILABLE)
APPROVED BY: _____	
(WILL COUNTY)	

<b>COMPLETION CHECKLIST</b>
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DATE COMPLETED: _____	YES / NO
REVIEWED and ACCEPTED NOTICE / INSTRUCTIONS TO BIDDERS	_____
REVIEWED and ACCEPTED SUPPLEMENTARY GENERAL CONDITIONS	_____
COMPLETED BID FORM	_____
COMPLETED ADDENDA FORM	_____
COMPLETED PRIME CONTRACTOR CERTIFICATIONS FORM	_____
COMPLETED DRUG FREE WORK PLACE CERTIFICATION FORM	_____
BID BOND INLCUDED	_____
PROOF of CARRIAGE of INSURANCE INCLUDED	_____
REVIEWED and ACCEPTED SAMPLE JOB ORDER	_____
REVIEWED and ACCEPTED SAMPLE JOB ORDER: EXHIBIT A	_____
REVIEWED and ACCEPTED SAMPLE JOB ORDER: EXHIBIT B	_____
REVIEWED and ACCEPTED SAMPLE JOB ORDER: EXHIBIT C	_____
REVIEWED and ACCEPTED SAMPLE JOB ORDER: GENERAL CONDITIONS	_____
REVIEWED and ACCEPTED SAMPLE JOB ORDER: SAFETY & LOSS PREVENTION MANUAL	_____
SALES TAXES EXCLUDED	_____
BID / PROPOSAL INCLUDES PREVAILING WAGE LABOR	_____

**RECEIPT OF ADDENDA FORM**

(Signature's Required Below)

**TRADE CONTRACTOR INFORMATION**

COMPANY NAME:	_____	F.E.I.N. #	_____
COMPANY ADDRESS:	_____	COMPANY PHONE:	_____
CITY/STATE/ZIP:	_____	COMPANY FAX:	_____
COMPANY CONTACT:	_____	COMPANY EMAIL:	_____

**ADDENDUM RECEIPT CONFIRMATION**

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

ADDITIONAL COMMENTS:

SIGNED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_CORPORATE SEAL HERE  
(IF AVAILABLE)APPROVED BY: \_\_\_\_\_  
(WILL COUNTY)

**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

Is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

\_\_\_\_\_  
Representative of Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.



**TRADE CONTRACTOR SCOPES OF WORK:**

To receive the Trade Contractor Scopes of Work contact the Construction Manager, Harbour Contractors, Inc., Project Coordinator Roseanne Markowski via Phone at 815.782.1318 or Email at [rmarkowski@harbour-cm.com](mailto:rmarkowski@harbour-cm.com) or Project Manager Shawn A. Thompson via Email at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com).

Upon receipt of your email or phone contact you will receive an Invitation to Download the Bid / Contract Documents. There you'll be able to select the specific Bid Packages Scope of Work. If you have any questions on how to download the documents once invitation is received, please contact Roseanne Markowski. Bid / Contract Documents will be provided via Harbour Contractors, Inc. web based Procore Application in Electronic Format Only.

The Trade Contract Work is divided into the following Bid Packages. Bidder's must include All Work Included in the Bid Package. **Bids received for Partial Packages will Not Be Accepted.**

Bid Package No.	Bid Package Description	Bid Package Includes
2A	Excavation	Erosion Control, Construction Access, Earthwork
2B	Asphalt Paving	Asphalt Paving, Imprinted Asphalt
3A	Concrete	Site Concrete, Cast-In-Place Concrete
5A	Miscellaneous Metals	Pipe and Tube Railings
6A	Carpentry (Gen Trades)	Selective Demo, Cold-Form Framing, Rough Carpentry, Sheathing, Thermal Insulation, Weather Barriers, Joint Sealants, Doors & Hardware, Non-Structural Metal Framing, Gypsum Board, Acoustical Panel Ceilings, Wall Protection
6B	Casework / Millwork	Plastic-Laminate-Faced Cabinets, Specialty Casework, Solid Surface Countertops
7A	EIFS	Polymer-Based Exterior Insulation and Finish System
8A	Windows	Aluminum-Framed Entrances and Storefronts
9A	Flooring	Resilient Base and Accessories, Resilient Tile Flooring, Tile Carpeting
9B	Painting	Painting
10A	Interior Signage	Panel Signage
15A	Fire Suppression	Wet Based Fire Suppression System
15B	Plumbing	Plumbing: Water, Sanitary, Storm, Equip. & Fixtures
15C	Mechanical	HVAC
16A	Electrical	Electric: Power, Lighting, Cabling, Fire Alarm



### Harbour Contractors, Inc.

23830 W. Main St.  
Plainfield, IL 60544  
Main: 815-254-5500 Fax: 815-254-5505

- **SAMPLE - JOB ORDER**

Page 1 of 1

Subcontractor:

**Job Order #:**

Date Issued:

Contact:  
Phone/Fax:  
E-Mail:

Job: Will County of Illinois Office Building Renovations  
302 North Chicago Street  
Joliet, IL 60432

Owner: County of Will

Description	Phase	Retention	Amount
Furnish all the labor, material, equipment, insurance, taxes, and supervision as required to perform <b>{INSERT BID PACKAGE}</b> work per plans, specifications, and applicable codes, including but not limited to the Scope of Work as described in attached Exhibit A, according to the documents in attached Exhibit B for the sum of <b>{INSERT ACCEPTED BID AMOUNT}</b>		10%	

**CONTRACT**

Contract Documents, as the term is used herein and in the following named documents, includes this Job Order and all other documents appurtenant thereto including, but not limited to the: General Conditions (Document Number **{INSERT}** dated **{INSERT}** ), Exhibit A - Clarifications, Insurance, Exclusions, Alternates and Unit Prices, all other documents. The terms of all Contract Documents are expressly incorporated into this Job Order. The Contract Documents form the Contract between Subcontractor and Contractor ("the Parties") and the Contract represents the entire and integrated agreement between the Parties for the Job and supersedes all prior negotiations, communications, representations, proposal letters, scope letters, qualifications, etc. between the Parties, whether written or oral. The Contract may be amended or modified only by written modification as provided for in the Contract Documents.

Exhibit A Clarifications, Insurance, Exclusions, Alternates and Unit Prices

General Conditions and attached Exhibits A, B and C of this Job  
Order accepted by **Subcontractor**

**Harbour Contractors, Inc.**  
(CONTRACTOR)

By:

By:

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

Date: \_\_\_\_\_

Date:

PM:

VP:

PLEASE SIGN AND RETURN **BOTH** ACCEPTANCE COPIES

☐ Acceptance (Sub)    ☐ Acceptance (HCI)    ☐ Accounting    ☐ Project Manager    ☐ Field    ☐ File



**EXHIBIT A**  
**CLARIFICATIONS, INSURANCE, ALTERNATES AND UNIT PRICES**

It is hereby understood and agreed that the terms and conditions stated herein shall apply to the performance of any work under Job Order **TBD** issued by HARBOUR CONTRACTORS, INC. ("Contractor") to **TBD** ("Subcontractor"), (collectively the "Parties") dated **TBD** ("Job Order"), and the following terms and conditions are incorporated into the Job Order:

1. Subcontractor shall submit to Contractor in triplicate by the **20th** of each month for Contractor's approval: (a) Subcontractor's payment application together with an itemized sworn statement for pay-out purposes, (b) invoices (c) schedule of values and (d) waivers of lien prior to Subcontractor's submittal of request for payment being submitted to the Owner, to the following address:

Harbour Contractors, Inc.  
23830 West Main Street  
Plainfield, IL 60544

2. Subcontractor hereby affirms that it is completely familiar with the job site identified in the Job Order ("Project Site"), is familiar with all of the terms of the Job Order and all other Contract Documents (as defined and recited in the Job Order), and that its bid reflects a comprehensive understanding of all Contract Documents the work described therein. It is understood and agreed that Subcontractor has the ability to examine any of the Contract Documents at Contractor's field office on the Project Site.
3. Subcontractor shall maintain at its own expense during the progress of the work, insurance with the minimum limits and coverages as shown below in a company or companies acceptable to Contractor and it is understood and agreed that the following will be named as additional insured on Subcontractor's insurance certificate(s) for the Project and be covered as stated herein:

a. Coverage Limits:

- (1) Worker's compensation insurance meeting the statutory requirements of the state in which the Project Site is located and employer's liability insurance in an amount of at least **\$ 1,000,000.00** each accident for bodily injury, **\$ 1,000,000.00** each employee for disease and **\$ 2,000,000.00** aggregate each employee for disease. All sole proprietors, partners and corporate officers must be included under Subcontractor's worker's compensation policy. Coverage extensions shall include Broad Form all States, and the voluntary compensation coverage endorsement; and
- (2) Commercial comprehensive general liability insurance with a per project General Aggregate Limit (other than products-completed operations) of **\$ 2,000,000.00**, products-completed operations aggregate of **\$ 2,000,000.00**, personal & advertising injury limit of **\$ 1,000,000.00**, and each occurrence limit of **\$ 1,000,000.00**. The policy to provide coverage for premises-operations, independent subcontractors, products and completed operations (to be maintained for two years after completion of the Project), owner's & contractor's protective, punitive damage, blanket contractual and broad form property damage including completed operation. Any "XCU" exclusion must be deleted when applicable to operations performed by Subcontractor. The general aggregate must apply separately to the Project.
- (3) Business motor vehicle/auto comprehensive policy cover all owned, non-owned and hired (any) vehicles with limits of liability of **\$ 1,000,000.00** for any one accident or loss for bodily injury and property damage.
- (4) Excess liability (umbrella) providing limit of **\$ 5,000,000.00** each occurrence and **\$ 5,000,000.00** aggregate for bodily injury and property damage, in excess of the required employer's liability, general liability and automobile liability.



**EXHIBIT A  
CLARIFICATIONS, INSURANCE, ALTERNATES AND UNIT PRICES**

b. Additional Insureds:

Harbour Contractors, Inc.	General Contractor
and all subsidiaries, affiliated and associated companies, corporations, entities or organizations currently owned or newly acquired and for which the named insured is responsible for purchasing insurance coverage and for which coverage is not otherwise more specifically provided.	
County of Will, IL	Owners
Stromsland / De Young / Prybys Architecutre Group	Architect
Sheffield Safety & Loss Control	Consultant

4. Subcontractor further agrees that the coverage afforded to the additional insureds shall be primary insurance and any insurance coverage maintained by the additional insureds shall be in excess of the insurance afforded them by Subcontractor's general liability insurance.
5. Subcontractor shall furnish all supervision, labor, materials, tools, and equipment necessary or applicable to the complete and satisfactory performance of the work described in the Job Order. Subcontractor shall include profit and overhead, delivery charges, applicable taxes, hoisting, insurance and all direct and indirect work of miscellaneous and auxiliary items and all other work required for the complete and satisfactory performance of the work described in the Job Order at the price stated in the Job Order. It is understood and agreed that Subcontractor shall be paid a lump sum for its performance of the work described in the Job Order based on all Contract Documents. There shall be no recourse for claims due to Subcontractor's omission, or misinterpretation of work shown in the Contract Documents.
6. It is understood and agreed that all work of Subcontractor shall comply with all state and local code requirements. Subcontractor shall comply with the requirements of Will County for all building inspections and be responsible for notifying, scheduling and meeting with code authorities for all required inspection of its work. Subcontractor shall make Harbour Contractors' Field Superintendent aware of all scheduled inspections and shall promptly and fully inform him of the results of each inspection. A copy of each inspection report shall be submitted to the field office on the day of the inspection.
7. It is understood and agreed that the work of Subcontractor shall include the submittal to Contractor of Site Specific Safety Plan all site-specific MSDS sheets upon the return of the signed Job Order. No work will be allowed on the Project Site until all are received and accepted.
8. It is understood and agreed that Subcontractor shall furnish all supervision, labor, materials, tools, and equipment necessary and incidental to provide and install all of the following:
9. It is understood and agreed that Subcontractor's work includes:

{BID PACKAGE SCOPE OF WORK TO BE INSERTED HERE}





### Harbour Contractors, Inc.

23830 W. Main St.  
 Plainfield, IL 60544  
 Main: 815-254-5500 Fax: 815-254-5505

#### EXHIBIT B

#### CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Drawing Number	Description	Revision Number	Date	Status
<b>Drawing</b>				
G0.01 (1)	General Information, Sybmols, Notes & Abbreviations	0	7-Sep-2018	Issued For Bidding
G0.02 (1)	Life Safety Floor Plan First Floor Overall	0	7-Sep-2018	Issued For Bidding
G0.02 (2)	General Information, Symbols, Notes & Abbreviations	0	7-Sep-2018	Issued For Bidding
G0.03 (2)	Life Safety Floor Plan First Floor Overall	0	7-Sep-2018	Issued For Bidding
<b>Civil Drawings</b>				
C01 (1)	Cover Sheet	0	7-Sep-2018	Issued For Bidding
C02 (1)	Genral Notes & Specifications	0	7-Sep-2018	Issued For Bidding
C03 (1)	General Notes & Specifications	0	7-Sep-2018	Issued For Bidding
C04 (1)	Site Plan	0	7-Sep-2018	Issued For Bidding
C05 (1)	Grading and Erosion Control Plan	0	7-Sep-2018	Issued For Bidding
C06 (1)	Utility Plan	0	7-Sep-2018	Issued For Bidding
C07 (1)	Old Manhattan R. San. Sewer Plan & Profile-STA.153+00-158+50	0	7-Sep-2018	Issued For Bidding
C08 (1)	Old Manhattan Rd. San. Sewer Plan & Profile STA158+50-164+00	0	7-Sep-2018	Issued For Bidding
C09 (1)	Old Manhattan Rd. SAN Sewer Plan & Profile STA164+00-169+50	0	7-Sep-2018	Issued For Bidding
C10 (1)	Old Manhattan Rd. SAN Sewer Plan & Profile STA169+150-171+00	0	7-Sep-2018	Issued For Bidding
C11 (1)	Sanitary Sewer Plan & Profile STA. 199+50 - 205+00	0	7-Sep-2018	Issued For Bidding
C12 (1)	Sanitary Sewer Plan & Profile STA. 205+00 - 208+00	0	7-Sep-2018	Issued For Bidding
C13 (1)	Erosion Control Specifications	0	7-Sep-2018	Issued For Bidding
C14 (1)	Erosion Control Details	0	7-Sep-2018	Issued For Bidding
C15 (1)	Standard Details - Storm	0	7-Sep-2018	Issued For Bidding
C16 (1)	Standard Details - Storm	0	7-Sep-2018	Issued For Bidding
C17 (1)	Standard Details - Storm	0	7-Sep-2018	Issued For Bidding
C18 (1)	Standard Details - Storm	0	7-Sep-2018	Issued For Bidding
C19 (1)	Standard Details - Water & Sewer	0	7-Sep-2018	Issued For Bidding
C20 (1)	Standard Details - Water & Sewer	0	7-Sep-2018	Issued For Bidding
C21 (1)	Standard Details - Pavement	0	7-Sep-2018	Issued For Bidding
C22 (1)	Standard Details - Traffic Control	0	7-Sep-2018	Issued For Bidding
C23 (1)	Standard Details - Traffic Control	0	7-Sep-2018	Issued For Bidding
<b>Architectural</b>				
A1.00 (1)	Architectural Site Plan	0	7-Sep-2018	Issued For Bidding
A1.00 (2)	Site Plan	0	7-Sep-2018	Issued For Bidding
A2.00 (1)	Floor Plan	0	7-Sep-2018	Issued For Bidding
A2.00 (2)	Floor Plan	0	7-Sep-2018	Issued For Bidding
A2.01 (2)	Enlarged Plans & Details	0	7-Sep-2018	Issued For Bidding
A2.02 (1)	Roof Plan	0	7-Sep-2018	Issued For Bidding
A2.20 (2)	Roof Plan	0	7-Sep-2018	Issued For Bidding
A2.21 (2)	Roof Plan Details	0	7-Sep-2018	Issued For Bidding
A3.00 (1)	Reflected Ceiling Plan	0	7-Sep-2018	Issued For Bidding
A3.00 (2)	Reflected Ceiling Plan	0	7-Sep-2018	Issued For Bidding
A4.00 (1)	Exterior Elevations	0	7-Sep-2018	Issued For Bidding
A4.00 (2)	Exterior Elevations	0	7-Sep-2018	Issued For Bidding
A4.01 (1)	Exterior Elevations	0	7-Sep-2018	Issued For Bidding
A4.04 (1)	Building Sections	0	7-Sep-2018	Issued For Bidding
A4.04 (2)	Building Sections	0	7-Sep-2018	Issued For Bidding

Init: \_\_\_\_\_

Job Order #: 01-1806000

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**Exhibit B**
**Contract Documents, Specifications and Drawings**

Drawing Number	Description	Revision Number	Date	Status
<b>Architectural</b>				
A5.00 (1)	Exterior Wall Sections	0	7-Sep-2018	Issued For Bidding
A5.00 (2)	Exterior Wall Sections & Details	0	7-Sep-2018	Issued For Bidding
A5.01 (1)	Exterior Wall Sections	0	7-Sep-2018	Issued For Bidding
A5.02 (1)	Wall Section Details	0	7-Sep-2018	Issued For Bidding
A5.03 (1)	Wall Section Details	0	7-Sep-2018	Issued For Bidding
A6.00 (1)	Plan Details	0	7-Sep-2018	Issued For Bidding
A6.00 (2)	Plan Details	0	7-Sep-2018	Issued For Bidding
A6.01 (1)	Plan Details	0	7-Sep-2018	Issued For Bidding
A7.00 (1)	Partition Types & Details	0	7-Sep-2018	Issued For Bidding
A7.00 (2)	Partition Types & Details	0	7-Sep-2018	Issued For Bidding
A7.01 (1)	Interior Elevations & Details	0	7-Sep-2018	Issued For Bidding
A7.01 (2)	Interior Elevations	0	7-Sep-2018	Issued For Bidding
A7.02 (1)	Interior Elevations & Details	0	7-Sep-2018	Issued For Bidding
A7.03 (1)	Interior Elevations & Details	0	7-Sep-2018	Issued For Bidding
A7.03 (2)	Interior Details	0	7-Sep-2018	Issued For Bidding
A7.04 (1)	Interior Elevations & Details	0	7-Sep-2018	Issued For Bidding
A7.05 (1)	Casework Details	0	7-Sep-2018	Issued For Bidding
A7.06 (1)	Typical Casework Details Details	0	7-Sep-2018	Issued For Bidding
A7.07 (1)	Typical Casework Details Details	0	7-Sep-2018	Issued For Bidding
A8.00 (1)	Door Schedule & Details	0	7-Sep-2018	Issued For Bidding
A8.00 (2)	Door Schedules & Details	0	7-Sep-2018	Issued For Bidding
A10.00 (1)	Finish Floor Plan	0	7-Sep-2018	Issued For Bidding
A10.00 (2)	Finish Floor Plan	0	7-Sep-2018	Issued For Bidding
A11.00 (1)	Furniture Plan	0	7-Sep-2018	Issued For Bidding
A11.00 (2)	Furniture & Vehicle Layout Plan	0	7-Sep-2018	Issued For Bidding
A12.00 (1)	Signage Floor Plan	0	7-Sep-2018	Issued For Bidding
A12.00 (2)	Signage Floor Plan	0	7-Sep-2018	Issued For Bidding
A2.01A (1)	Enlarged Floor Plan & Garage Curb Plan	0	7-Sep-2018	Issued For Bidding
<b>Structural</b>				
S0.1 (1)	General Notes	0	7-Sep-2018	Issued For Bidding
S0.1 (2)	General Notes	0	7-Sep-2018	Issued For Bidding
S0.2 (1)	Abbreviations and Symbol Schedule	0	7-Sep-2018	Issued For Bidding
S0.2 (2)	Abbreviations and Symbol Schedule	0	7-Sep-2018	Issued For Bidding
S0.3 (1)	Statement of Special Inspections	0	7-Sep-2018	Issued For Bidding
S1.1 (1)	Typical Details and Sections	0	7-Sep-2018	Issued For Bidding
S1.1 (2)	Typical Details	0	7-Sep-2018	Issued For Bidding
S1.2 (1)	Typical Details and Sections	0	7-Sep-2018	Issued For Bidding
S1.2 (2)	Typical Details	0	7-Sep-2018	Issued For Bidding
S1.3 (1)	Typical Details and Sections	0	7-Sep-2018	Issued For Bidding
S1.3 (2)	Typical Details	0	7-Sep-2018	Issued For Bidding
S1.4 (2)	Typical Details	0	7-Sep-2018	Issued For Bidding
S2.0 (1)	Foundation/Ground Floor Plan	0	7-Sep-2018	Issued For Bidding
S2.0 (2)	Foundation / Ground Floor Plan	0	7-Sep-2018	Issued For Bidding
S2.1 (1)	Roof Framing Plan	0	7-Sep-2018	Issued For Bidding
S2.1 (2)	Storage Shelf Framing Plan	0	7-Sep-2018	Issued For Bidding
S2.2 (2)	Roof Framing Plan	0	7-Sep-2018	Issued For Bidding
S3.1 (1)	Sections and Details	0	7-Sep-2018	Issued For Bidding
S3.1 (2)	Sections and Details	0	7-Sep-2018	Issued For Bidding
S4.1 (1)	Braced Frame Elevations/Details & Column Schedule Architectu	0	7-Sep-2018	Issued For Bidding
<b>Mech. - Plumbing</b>				
P0.01 (1)	Plumbing Notes & Symbols	0	7-Sep-2018	Issued For Bidding

Init: \_\_\_\_\_

Job Order #: 01-1806000

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**Exhibit B**
**Contract Documents, Specifications and Drawings**

Drawing Number	Description	Revision		
		Number	Date	Status
<b>Mech. - Plumbing</b>				
P0.01 (2)	Plumbing Notes & Symbols	0	7-Sep-2018	Issued For Bidding
P1.00 (1)	Plumbing Underground Sanitary & Drainage Plan - Overall	0	7-Sep-2018	Issued For Bidding
P1.00 (2)	Plumbing Underground Sanitary & Drainage Plan	0	7-Sep-2018	Issued For Bidding
P1.01 (1)	Plumbing Floor Sanitary & Drainage Plan - Overall	0	7-Sep-2018	Issued For Bidding
P1.01 (2)	Plumbing Sanitary & Drainage Plan	0	7-Sep-2018	Issued For Bidding
P1.02 (1)	Plumbing Roof Sanitary & Drainage Plan - Overall	0	7-Sep-2018	Issued For Bidding
P1.02 (2)	Plumbing Roof Sanitary & Drainage Plan	0	7-Sep-2018	Issued For Bidding
P2.01 (1)	Plumbing Floor Water Distribution Plan - Overall	0	7-Sep-2018	Issued For Bidding
P2.01 (2)	Plumbing Level 1 Water Distribution Plan	0	7-Sep-2018	Issued For Bidding
P3.01 (1)	Plumbing Riser/Flow Diagrams	0	7-Sep-2018	Issued For Bidding
P3.01 (2)	Plumbing Riser/Flow Diagrams	0	7-Sep-2018	Issued For Bidding
P4.01 (1)	Plumbing Schedules	0	7-Sep-2018	Issued For Bidding
P4.01 (2)	Plumbing Schedules	0	7-Sep-2018	Issued For Bidding
P5.01 (1)	Plumbing Details	0	7-Sep-2018	Issued For Bidding
P5.01 (2)	Plumbing Details	0	7-Sep-2018	Issued For Bidding
P5.02 (1)	Plumbing Details	0	7-Sep-2018	Issued For Bidding
<b>Mech. - Fire Protection</b>				
FP0.01 (1)	Fire Protection Notes & Symble	0	7-Sep-2018	Issued For Bidding
FP0.01 (2)	Fire Protection Notes and Symbols	0	7-Sep-2018	Issued For Bidding
FP1.01 (1)	Fire Protection Floor Plan - Overall	0	7-Sep-2018	Issued For Bidding
FP1.01 (2)	Fire Protection Floor Plan	0	7-Sep-2018	Issued For Bidding
<b>Mech. - HVAC</b>				
M0.01 (1)	Mechanical Notes & Symbols	0	7-Sep-2018	Issued For Bidding
M0.01 (2)	Notes & Symbols	0	7-Sep-2018	Issued For Bidding
M1.01 (1)	Mechanical Floor Ductwork Plan - Overall	0	7-Sep-2018	Issued For Bidding
M1.01 (2)	Mechanical Ductwork & Piping Plan	0	7-Sep-2018	Issued For Bidding
M1.02 (1)	Mechanical Roof Ductwork Plan - Overall	0	7-Sep-2018	Issued For Bidding
M1.02 (2)	Mechanical Roof Plan	0	7-Sep-2018	Issued For Bidding
M2.01 (1)	Mechanical Floor Piping Plan - Overall	0	7-Sep-2018	Issued For Bidding
M2.02 (1)	Mechanical Roof Piping Plan - Overall	0	7-Sep-2018	Issued For Bidding
M3.01 (2)	Mechanical Enlarged Plans	0	7-Sep-2018	Issued For Bidding
M4.01 (1)	Mechanical Schedules	0	7-Sep-2018	Issued For Bidding
M4.01 (2)	Mechanical Schedules	0	7-Sep-2018	Issued For Bidding
M4.02 (1)	Mechanical Schedules	0	7-Sep-2018	Issued For Bidding
M4.02 (2)	Mechanical Schedules & Ventilation Schedule	0	7-Sep-2018	Issued For Bidding
M4.03 (1)	Ventilation Schedules	0	7-Sep-2018	Issued For Bidding
M5.01 (1)	Mechanical Details	0	7-Sep-2018	Issued For Bidding
M5.01 (2)	Mechanical Details	0	7-Sep-2018	Issued For Bidding
M5.02 (1)	Mechanical Details	0	7-Sep-2018	Issued For Bidding
M5.02 (2)	Mechanical Details	0	7-Sep-2018	Issued For Bidding
M5.03 (1)	Mechanical Schedules	0	7-Sep-2018	Issued For Bidding
M6.01 (1)	Mechanical Controls	0	7-Sep-2018	Issued For Bidding
M6.01 (2)	Mechanical Controls	0	7-Sep-2018	Issued For Bidding
M6.02 (1)	Mechanical Controls	0	7-Sep-2018	Issued For Bidding
M6.02 (2)	Mechanical Controls	0	7-Sep-2018	Issued For Bidding
ME1.1 (1)	Mechanical/Electrical Notes, Details & Coordination Schedule	0	7-Sep-2018	Issued For Bidding
ME1.1 (2)	Mechanical/Electrical Notes, Details & Coordination Schedule	0	7-Sep-2018	Issued For Bidding
ME1.2 (1)	Mechanical/Electrical Detail	0	7-Sep-2018	Issued For Bidding
ME1.2 (2)	Mechanical/Electrical Detail	0	7-Sep-2018	Issued For Bidding
<b>Electrical</b>				
E0.01 (1)	Electrical Notes and Symbols	0	7-Sep-2018	Issued For Bidding

Init: \_\_\_\_\_

Job Order #: 01-1806000

Page 3 of 4

**Exhibit B**
**Contract Documents, Specifications and Drawings**

Drawing Number	Description	Revision Number	Date	Status
<b>Electrical</b>				
E0.01 (2)	Electrical Notes and Symbols	0	7-Sep-2018	Issued For Bidding
E1.00 (2)	Electrical Site Plan	0	7-Sep-2018	Issued For Bidding
E1.01 (1)	Electrical Floor Power Plan - Overall	0	7-Sep-2018	Issued For Bidding
E1.01 (2)	Electrical Power Plan	0	7-Sep-2018	Issued For Bidding
E1.02 (1)	Electrical Roof Power Plan - Overall	0	7-Sep-2018	Issued For Bidding
E1.02 (2)	Electrical HVAC Power Plan	0	7-Sep-2018	Issued For Bidding
E1.03 (1)	Electrical HVAC Floor Plan	0	7-Sep-2018	Issued For Bidding
E1.03 (2)	Electrical HVAC Plan	0	7-Sep-2018	Issued For Bidding
E1.04 (1)	Electrical Site Plan	0	7-Sep-2018	Issued For Bidding
E1.05 (1)	Site Lighting Photometric Plan	0	7-Sep-2018	Issued For Bidding
E2.01 (1)	Electrical Floor Lighting Plan - Overall	0	7-Sep-2018	Issued For Bidding
E2.01 (2)	Electrical Lighting Plan	0	7-Sep-2018	Issued For Bidding
E3.01 (1)	Electrical Riser Diagrams and Schedules	0	7-Sep-2018	Issued For Bidding
E3.01 (2)	Electrical Riser Diagrams	0	7-Sep-2018	Issued For Bidding
E4.00 (1)	Details	0	7-Sep-2018	Issued For Bidding
E4.01 (1)	Details	0	7-Sep-2018	Issued For Bidding
E4.01 (2)	Electrical Schedules	0	7-Sep-2018	Issued For Bidding
E4.02 (1)	Details	0	7-Sep-2018	Issued For Bidding
E5.01 (2)	Electrical Details	0	7-Sep-2018	Issued For Bidding
E5.02 (2)	Electrical Details	0	7-Sep-2018	Issued For Bidding
<b>Landscape Drawings</b>				
L01 (1)	Landscape Plan	0	7-Sep-2018	Issued For Bidding
L02 (1)	Details	0	7-Sep-2018	Issued For Bidding
L03 (1)	Notes and Specifications	0	7-Sep-2018	Issued For Bidding
L04 (1)	Notes and Specifications	0	7-Sep-2018	Issued For Bidding



**Harbour Contractors, Inc.**

23830 W. Main St.  
Plainfield, IL 60544  
Main: 815-254-5500 Fax: 815-254-5505

**Exhibit C - Billing and Payment Procedures****INVOICES**

ALL SUBCONTRACTOR, SUPPLIER AND CONSULTANT INVOICES, APPLICATIONS FOR PAYMENT, AND G702/G703 shall be sent directly to:

**Harbour Contractors, Inc.**

23830 W. Main St.  
Plainfield, Illinois 60544

These documents must be **received no later than the 20th of the current month**. Any documents received **after that date will be held until the next month's draw**.

The minimum number of documents to submit is **two (2)** original set(s) of:

1. Invoice
2. G702 and G703

**WAIVERS OF LIEN****MUST BE CHICAGO TITLE INSURANCE COMPANY WAIVER.**

Waivers of Lien are required for the construction period covered by the application. Supporting waivers for Sub-subcontractors, and/or material suppliers in your employ drawing monies, are also required at this time.

**NO short form waivers will be accepted.**

The minimum number to submit is **two (2)** with original signatures.

Waiver of Lien forms may be obtained from Chicago Title Insurance at no cost.

**In addition to forwarding the above documents as specified, a copy of the invoice documents must be delivered/faxed/e-mailed to the job site by the 20th of each month.**

**PAYMENT**

Payment will be made consistent with the General Conditions Master Agreement and upon Harbour having received an executed Job Order or Job Order Modification and upon proof of all required certificates of insurance being on file when required.

Applications for Payment are submitted to the Owner on a monthly basis. Payment to Subcontractors will be made upon receipt of funds from the Owner and as per the General Conditions Master Agreement.

Init: \_\_\_\_\_

Job Order: \_\_\_\_\_

**General Conditions**

The terms and conditions stated herein shall apply to the performance of any work under a Job Order issued by Harbour Contractors, Inc. ("Contractor") an Illinois corporation, having its principal office and place of business at 23830 W. Main St., Plainfield IL, Will County, to {Firm Name} ("Subcontractor") ("the Job"):

**I. SUBCONTRACTOR REPRESENTATIONS**

- (a) Subcontractor understands that Contractor has entered into an agreement ("Owner Agreement") with another party hereinafter called the Owner, and Subcontractor agrees that any decision, interpretation or determination of the Owner Agreement which shall be binding upon Contractor, shall be binding also on Subcontractor to the extent permitted by law.
- (b) Subcontractor affirmatively states that Subcontractor is an expert in its profession and further covenants and agrees to furnish all supervision, labor, material, equipment, transportation and services necessary to provide a complete and operating system regardless if properly drawn or specified.
- (c) Subcontractor agrees to deliver and/or install its material and to complete all of the work required as directed by the Contract Documents (as defined in the Job Order). Subcontractor covenants and agrees to furnish all supervision, labor, materials, supplies, services, machinery, hoisting equipment, tools, transportation and facilities of every kind, including temporary protection, necessary for the following (1) the completion and/or installation of the Job in a safe working environment and (2) for the protection of all of Subcontractor's work from damage from wind, rain, or snow, and (3) for the protection of Subcontractor's labor, materials, supplies, services, machinery, hoisting, equipment tools, transportation and facilities from theft, vandalism and use by unauthorized entities.
- (d) Subcontractor agrees that all drawings and specifications are scope documents which indicate the general scope of the Project and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and satisfactory completion of the work described in the Job Order.
- (e) Subcontractor agrees that the scope of its work under the Job Order includes its provision at its own expense of any and all necessary electrical power, including, but not limited to generators, temporary electrical service, etc.
- (f) Subcontractor agrees that it is Subcontractor's prerogative to furnish, install and maintain temporary facilities at its own expense in order to facilitate its operations at the Project (as defined in Article III herein). All locations and access to utilities shall be agreed to by the Field Superintendent for the Project. Subcontractor shall remove or relocate such facilities in a timely manner upon the request of the Field Superintendent or at the time of completion of Subcontractor's operations and shall restore the Project to a condition satisfactory to the Field Superintendent.
- (g) Subcontractor agrees that it shall furnish and install all items required for the proper completion of its work under the Job Order and as required by the Contract Documents and the Owner Agreement documents (as defined in Article II herein) without adjustment to the price of the Job Order.
- (h) Subcontractor agrees that it shall adhere to all manufacturer's specifications, directions, recommendations, etc. for all products provided and installed at the Project.
- (i) All of the terms hereunder shall apply to subordinate subcontractors and suppliers as well as to Subcontractor. Subcontractor has the full responsibility to fully advise any of its sub-subcontractors and/or material suppliers and/or vendors in all aspects of the requirements. Subcontractor shall not agree to any payment terms with its subordinate subcontractor or suppliers which deviate from the payment terms hereunder.
- (j) Subcontractor hereby assumes and agrees to discharge each and all of the duties, responsibilities, and obligations of Contractor under the Owner Agreement documents (as defined hereafter), provided however, that Subcontractor's assumption thereof and its agreement to discharge the same shall be limited to its particular portion of the work as described in the Job Order.

- (k) Subcontractor represents and agrees that it has investigated the nature, locality and site of the work and the conditions under which it is to be performed and that Subcontractor is not relying upon any opinions or representations of Contractor, the Owner or any of their respective officers, agents, servants or employees.
- (l) Subject only to the limitation set forth in the preceding subparagraph, Subcontractor assumes the risks, disabilities, limitations, and restrictions set forth, contained in and imposed upon Contractor under the Contract Documents.

## **II. OWNER AGREEMENT**

The Owner has the right to approve or disapprove of Subcontractor and the Job Order, and if the Owner does not so approve, the Job Order shall become null and void without any liability to Contractor.

Subcontractor's position as it relates to its rights against Contractor and its duties to Contractor shall be defined, governed, and determined as though Subcontractor had contracted directly with the Owner under the terms of the Owner Agreement, whether said Owner Agreement was issued before or after acknowledgement and agreement to these General Conditions, and in no event shall Subcontractor be under any less duty or obligation to Contractor or have any greater right or power against Contractor than it would have been under, or would have had, had Subcontractor undertaken the work provided for in the Job Order directly with the Owner under all of the terms, covenants and conditions of the Owner Agreement. Subcontractor shall be furnished copies of the Owner Agreement upon request, but may be charged for the cost of reproduction.

These General Conditions and the provisions of the Owner Agreement documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision hereunder irreconcilably conflicts with a provision in the Owner Agreement documents, the provision imposing the greater duty or obligation on the Subcontractor shall control. Owner Agreement documents shall include the Owner Agreement between Contractor and the Owner and all documents, plans, drawings and specifications referenced in, incorporated into or relating to the Owner Agreement ("Owner Agreement documents").

Subcontractor's obligations under the Contract Documents shall automatically terminate upon termination of the Owner Agreement, and Contractor shall only be liable for the labor and materials furnished prior to the date of receipt of the notice of termination, subject to the terms of Article IX.

## **III. SCHEDULE COORDINATION AND DELAYS**

Subcontractor agrees that "TIME IS OF THE ESSENCE" in the progress and completion of the project identified in the Job Order ("the Project"). Subcontractor acknowledges its review of and agrees to satisfactorily complete the scope of work under the Job Order in strict accordance with any schedule of work included in or otherwise relating to the Contract Documents and the Owner Agreement, including any modifications approved by Contractor. Contractor or the Owner will sustain monetary damages if the Project or any part thereof is delayed because Subcontractor fails to perform any part of the work in accordance with the Contract Documents and the Owner Agreement or fails to comply with Contractor's directions. Subcontractor shall begin the Job at the time directed by Contractor and shall perform its obligations with diligence and with sufficient manpower to maintain the progress so the work is scheduled, without delaying other aspects of the Project. At Contractor's request, Subcontractor shall perform certain parts of the work before other parts, add extra manpower or order overtime labor in order to comply with the schedule, without any increase in the price of the Job. If Subcontractor is delayed by other subcontractors of Contractor or by the Owner or by the Owner's other prime contractors, Subcontractor shall notify Contractor in writing within three (3) days of the start of the delay and request an extension of time if necessary. No request for an extension of time or request for damages for delay will be deemed proper unless given within the prescribed time period and granted in writing by Contractor. Contractor (if satisfied a delay is caused by someone other than Subcontractor) will allow additional time sufficient in Contractor's judgment to compensate for time lost. Contractor's consent to said request shall not be unreasonably withheld where the extension of time requested is the result of an act of God or other condition beyond Subcontractor's control. However, the Owner's approval of any requested extension of time is a condition precedent to Subcontractor's receipt of any time extension. No delay, suspension or obstruction, even if caused by Contractor, shall serve to terminate any of Subcontractor's obligations owed with respect to the Contract Documents or to increase the price of the Job. Subcontractor hereby waives all claims against Contractor for damages relating to any delay.

Upon notice given by Contractor that Subcontractor's work is falling behind schedule, Subcontractor agrees to take immediate action to get its work back on schedule. Subcontractor agrees to increase manpower, the number of shifts, overtime operations, days of work, amount of construction plant, or all of these to accomplish getting its work back on schedule immediately, all without cost to Contractor or Owner.

#### **IV. EFFICIENT PROSECUTION OF WORK**

Subcontractor shall prosecute the work at all times in such manner as Contractor may regard as best calculated to coordinate the work of Contractor and all subcontractors of Contractor and other contractors engaged in work at the Project (collectively "the Others") and Subcontractor shall exercise its sole control of the performance of the Job in cooperation with the Others.

Subcontractor agrees to cooperate in and fully coordinate with Contractor and with all other subcontractors for Contractor, Owner and Owner's other prime contractors for the Project in all scheduling and in performing its work to avoid conflict with the work of others at the Project.

Subcontractor agrees that in the event of failure on its part to make delivery, start and complete work as directed, and any damages, penalties or injuries are assessed against or sustained by Contractor as a result thereof, Subcontractor is responsible for said damages, penalties and injuries, including, but not limited to re-inspection fees to the extent caused by Subcontractor or its subordinate subcontractors or suppliers and their sub-subcontractors and suppliers, etc., unless notified in writing by Contractor or unless an extension of time has been granted,

Subcontractor agrees to verify and be responsible for the correctness of all dimensions by taking measurements at the Project site and locating and protecting all site utilities. Subcontractor agrees that no consideration will be given any claim based upon differences between actual dimensions and those indicated on the drawings.

Subcontractor agrees that all of its work shall be plumb, aligned, straight, level and true, and within established normal tolerances for the industry unless specified otherwise in the Contract Documents.

#### **V. SUBMITTALS PRIOR TO WORK**

- (a) Subcontractor shall, on or before the date of commencement of the Job, submit to Contractor a Certificate of Insurance with additional insureds as stated in Exhibit A of the Job Order and a schedule of values of various parts of the work under the Job Order ("Work Schedule") aggregating the total sum of the price of the Job, made out in such reasonable detail as Contractor or Owner may require, and supported by such evidence of its correctness as Contractor may direct. The Schedule will show a complete breakdown of all work under the Job Order separated into areas or activities as required, and indicating labor and material values plus manpower and total number of days necessary to complete the required work. This schedule, when approved by Contractor, shall be used as a basis for applications for payment, unless it is found to be in error. In applying for monthly statements, Subcontractor shall submit a statement based upon the Work Schedule, indicating the value of the work completed in the pay period for each line item in the Work Schedule.
- (b) Subcontractor shall submit a list of subordinate subcontractors and suppliers which it proposes to use for the Job no later than ten (10) days after the Job Order is accepted. The list shall contain the subordinate subcontractor's company name, address, telephone number, and scope of work to be performed for each and every subordinate subcontractor.
- (c) Subcontractor shall submit the name and address of President and Vice President in charge of operations plus an employee, all of whom may be notified after hours in case of an emergency.

#### **VI. SHOP DRAWINGS AND DELIVERIES**

- (a) Subcontractor shall submit within five (5) days from the award of the Job, a schedule indicating shop drawing submittals, manufacturing and fabrication, delivery, erection, descriptive literature, samples, mock-ups, etc. and completion dates ("Performance Schedule"). Long lead items are to be highlighted and must be presented in bar graph form.
- (b) Subcontractor shall submit one reproducible and six (6) copies, unless otherwise required, of detailed drawings or other information on which approval/review is required.
- (c) The review of shop drawings will be general in nature, and will neither constitute that they have been

checked for measurements and figures at the building, nor for the proper fitting and construction of any work under the Job Order, nor from the necessity of furnishing material or labor required by the plans and specifications which may not be indicated in the shop drawings when approved/reviewed.

**VII. SUBCONTRACTOR CAPACITY AND COMPLIANCE**

Subcontractor further warrants and represents that:

- (a) It is financially solvent and agrees to provide whatever financial documentation Contractor reasonably believes necessary to determine Subcontractor's ability to furnish the work; that it is able to furnish the plant, tools, materials, supplies, equipment and labor and that it is a first-class subcontractor experienced in and competent to perform the work contemplated under the Contract Documents and that it is authorized to do the work and is qualified to do business in the state in which the Project is located;
- (b) It holds such necessary licenses and permits as are or may be required by any governmental authority, agency or union having jurisdiction over the work contemplated; under the Contract Documents
- (c) It has complied with and throughout the duration of its performance of work at the Project will continue to comply with all applicable laws, ordinances, rules, regulations, and orders of any applicable Federal, State or local governments or by any building trade associations pertaining to the composition of the work force employed by it; and
- (d) Subcontractor, its subordinate subcontractors, and its suppliers and/or vendors, to the extent permitted by law, will so conduct its labor relations so as not to involve Contractor or Owner in strikes, boycotts, picketing, work stoppage or other labor strife at the Project, and shall not use any labor which may cause a conflict with other labor employed for the Project and possibly cause a delay or cessation of work on the Project.

**VIII. PERFORMANCE BONDS**

Unless waived by Contractor, Subcontractor will furnish Contractor with payment and performance bonds in form and from a surety acceptable to Contractor. Unless otherwise noted, the premium for any bonds will be paid by Subcontractor.

**IX. PAYMENT PROCEDURES**

Waivers of lien are required by the construction period covered by the payment application. Supporting waivers for subordinate subcontractors, if approved by Contractor, and/or for material suppliers in Subcontractor's employ drawing monies are also required under these payment procedures. The name of the Owner shall be listed on all sworn statements and waivers of lien submitted hereunder. Wavier of lien forms may be obtained from Chicago Title Insurance Corporation. Whenever requested by Contractor, Subcontractor shall submit to Contractor satisfactory evidence of the payment of all indebtedness incurred for material and labor for the performance of the scope of the Job Order, including, but not limited to receipts.

It is specifically understood and agreed by Subcontractor that any and all payments to Subcontractor are dependent, as a condition precedent, upon and not due until twenty-one (21) days from the date Contractor receives payment from the Owner for the work, labor and material furnished by Subcontractor. Payment shall be made by Contractor to Subcontractor as the work progresses monthly in an amount equal to 90 % of the value of the work completed during the preceding calendar month after receipt of a proper and approved application for payment, provided that the unpaid balance of the price of the Job shall at all times be sufficient in the judgment of Contractor to complete the work and to pay any unpaid liens or claims, obligations or liabilities for which Subcontractor is responsible. However, Contractor may withhold the whole or any part of any payment due to Subcontractor to the extent necessary to protect and indemnify Contractor from loss on account of: defective work not remedied, claims filed or reasonable evidence indicating the probable filing of claims, or failure of Subcontractor to make payment promptly for material or labor. Subcontractor hereby authorizes Contractor to do the following: (1) deduct from any amount due or becoming due Subcontractor or to sue Subcontractor for all amounts owing from Subcontractor to either (a) Contractor for backcharges or services furnished for the account of Subcontractor, or (b) Contractor for damages sustained whether through negligence of Subcontractor or through failure of Subcontractor to act as may be otherwise detailed herein (said damages shall include all costs sustained for labor, supervision and accounting plus a markup of 10%), (c) other materialmen, (d) other subcontractors, (e) laborers, and (f) others for services and materials furnished to Subcontractor for the work performed; and (2) to apply the amount so deducted to the payment of said materials, services, damages, or backcharges applying such monies so available in the order heretofore set forth.



No payment to Subcontractor hereunder shall be construed or considered as an approval of the work for which payment is made.

Payment to Subcontractor of any monthly progress payment or of the final amount or balance due to it under the Job Order shall not estop Contractor or the Owner from exercising any rights or remedies available to either entity under the Contract Documents, or by operation of law, by reason of defects in Subcontractor's work or any breach by Subcontractor of any of the terms, covenants, agreements or conditions contained in the Contract Documents.

Final payment shall be made only after all punch-list items have been completed to the Owner's satisfaction, and as-built drawings, manuals, catalogs, warranties, guarantees, and final lien waivers, etc., have been furnished to Contractor. Subcontractor's acceptance of final payment automatically releases Contractor, Owner, their sureties and all lands, improvements and chattels, and other real and personal property connected with the Project from any and all claims or losses, on account of labor, services, materials, fixtures, or supplies furnished by Subcontractor.

If at any time there shall be evidence of any lien or claim for which, if established, Contractor or the Owner might become liable, and which is chargeable to Subcontractor and not discharged within seven (7) days, Contractor shall have the right to: 1) retain out of any payment due or to become due, an amount sufficient to completely indemnify Contractor and Owner against such lien or claim, including legal costs and attorney's fees; 2) terminate the Job Order; 3) require that Subcontractor's bonding company, if any, discharge said lien; and/or 4) require Subcontractor, at its sole cost and expense, to obtain a lien release bond acceptable to Contractor in an amount not less than 150% of the amount of the lien. Should any claim or lien develop as a result of Subcontractor's default after all payments are made, Subcontractor shall refund to Contractor all moneys which may be necessary for Contractor to pay in order to discharge such claim on the Project site.

Contractor's duly authorized representative shall have access at all reasonable times to Subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memorandum of every description pertaining to change orders and other work for the purpose of auditing and verifying Subcontractor's costs for any reasonable purpose, except if the change order or other work is based on a lump sum amount. Subcontractor shall preserve all the aforesaid documents for a period of five years after the completion, acceptance and termination of work.

#### **X. CHANGES IN THE WORK**

Contractor may make changes to the work under the Job Order by altering, adding to, or deducting from the work to be performed and any such change shall not invalidate or otherwise relieve Subcontractor from its obligations under the Contract Documents. Subcontractor must respond to a request for a change in the price of the Project within seven (7) days. This response must be broken down by all units of measure, quantities of material, hours of labor required with respect to each class of work and all other necessary data to substantiate any additions to or deductions from the price of the Job Order. If Subcontractor's response is not received by Contractor within seven (7) days, Contractor shall at its sole option have the right to set Subcontractor's change in price which shall be binding upon Subcontractor. However, the amount of overhead and profit for any change order requested will be no greater than the amount allowed in the Owner Agreement. Subcontractor shall keep and present, in any form as Contractor may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

Field tickets executed by Contractor are for verification of services and/or materials only. Signature does not constitute acceptance of additional charges or approval of the quality of work performed under such field tickets.

Subcontractor agrees that if changes or substitutions made by Subcontractor increase the cost of the work of Contractor or another subcontractor, then the increased cost shall be borne by Subcontractor. If Contractor has not made a request for a change and Subcontractor claims or intends to claim (1) that any work to be done by Subcontractor involves extra cost from the price of the Job Order, or (2) that Subcontractor is entitled to payment for any extra work to be performed or extra material to be delivered under the Job Order, Subcontractor will give Contractor written notice thereof before proceeding to execute the work; Subcontractor will be allowed payment for claims for extra work or materials only if and when said claims are allowed and paid by Owner.

#### **XI. AGREEMENTS AND REMEDIES**

Subcontractor agrees to do everything necessary to ensure that its work corresponds and fits with that of other trades, to repair all work of other trades damaged by its operations and to clean up and promptly remove all rubbish and debris from the Project. The responsibility for performing the work under the Job Order and for maintaining safe equipment and safe working practices and using proper construction methods and procedures rest solely with the Subcontractor who has been hired by Contractor.

Subcontractor agrees that it is solely responsible for and has sole control over its subordinate subcontractors and suppliers and their sub-subcontractors and suppliers in the performance of their work and for maintaining safe equipment and safe working practices and using proper construction methods and procedures at the Project.

Subcontractor agrees that Contractor shall have the exclusive right to join Subcontractor as a party in any dispute resolution proceeding between Contractor and Owner, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of Subcontractor in relation to the Project.

Contractor may, after providing advance notice in writing to Subcontractor to discontinue its work served either personally or by facsimile transmission, or by electronic transmission or by leaving said notice at Subcontractor's place of residence or business or with Subcontractor's agent in charge of the work at the Project site, and without prejudice to any of its rights or remedies, either terminate Subcontractor's rights to proceed with the work or enter upon the Project site and make good any deficiencies which Contractor regards as proper for the due performance of the Job Order, or both in any of the following circumstances: (1) if Subcontractor is adjudged a bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on the ground of insolvency; or (2) if Subcontractor shall persistently or repeatedly refuse or fail to timely proceed with, perform, complete or correct the work as required in the Contract Documents; or (3) if Subcontractor fails to make prompt payment to its employees, materialmen, or to anyone supplying labor, equipment, materials or services for Subcontractor for the Project, including but not limited to insurance carriers, or unions pertaining to the work; or (4) if Subcontractor disregards the instructions of Contractor and/or the Owner or otherwise fails to observe or perform any of the provisions of the Job Order and other Contract Documents. In such event, Contractor may take over and prosecute the work to completion by the use of other subcontractors or by the use of Contractor's own labor, and Subcontractor and its sureties shall be liable to Contractor for any excess cost so incurred; and in any such case, Contractor may take possession of and utilize in completing the work, such materials, tools, appliances and equipment as may be on the Project site or as are being used in connection with said work by Subcontractor, allowing Subcontractor a reasonable amount for the cost of such material or the use of such tools, appliances and equipment. All allowable credits hereunder as well as any and all other payments which may be due to Subcontractor shall be set-off by the cost of performance of said work plus any attorney's fees, legal costs and expenses, penalties and damages incurred through default, delay or nonperformance of Subcontractor. Subcontractor shall be liable for any balance remaining for the cost of performance of said work, including penalties and damages, after application thereto of all amounts then or thereafter due Subcontractor.

If terminated, Subcontractor shall not be entitled to receive any further payment under the Job Order until said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid Subcontractor under the Job Order exceeds the cost and expense of finishing the work, plus any penalties and damages incurred through default, delay or nonperformance of Subcontractor, such excess shall be paid by Contractor to Subcontractor. Subcontractor shall have no right to recover for lost profits or overhead if it is terminated with or without cause.

## **XII. FILING A CLAIM**

No action or special proceeding shall lie or be maintained against Contractor or Owner by Subcontractor; unless the same shall be commenced within six (6) months after Subcontractor performs substantial work on the Project. However, nothing in this Article shall extend the time within which Subcontractor must file a claim under the Owner Agreement. The provisions of this paragraph shall extend to all Subcontractors, materialmen and workmen engaged or employed under or through Subcontractor for the Project, and every contract, both written and oral, made by Subcontractor or in the execution of Subcontractor's work hereunder shall expressly so provide for same in relation to all rights any of Subcontractor's subordinate subcontractors, materialmen, and workmen may have.

## **XIII. OWNER'S RIGHTS**

In the event that the Owner shall exercise the right which it has reserved to require the performance of extra work or to require that certain work be omitted, to the extent that the exercise of such right by the Owner shall affect or refer to the work of Subcontractor hereunder, Subcontractor agrees that it will promptly perform such extra work at a reasonable price to be agreed upon with Contractor, and that in the event that the Owner shall require that certain work be omitted, there shall be deducted from the amount payable to Subcontractor under the Job Order the amount ascribed or allotted by the Architect to such omitted work, and Subcontractor shall have no claim against Contractor for any loss of profit by reason thereof. Subcontractor shall make no changes in the work except upon written order or written authorization by Contractor.

In the event that the Owner shall, for any reason, take over the work contemplated by Owner Agreement, Subcontractor agrees that the liability of Contractor hereunder except for monies due Subcontractor which have already been received by Contractor

from the Owner, shall cease and terminate. If the Owner's exercise of its rights shall be Subcontractor's fault, Subcontractor shall be liable to Contractor in damages for all loss sustained by such termination.

This Subcontract is entered into subject to the Architect's and/or Owner's approval of Subcontractor as a Subcontractor for this work and/or the materials Subcontractor proposes to furnish and further subject to the Owner entering into an Owner Agreement with Contractor for construction of the Project.

#### **XIV. ASSIGNMENT AND SUBLET**

Subcontractor agrees that it will not sell, subcontract, transfer or assign the Job Order or any amounts due or to become due thereunder or enter into any agreements pursuant to which any of the work contemplated by the Job Order shall be done by other independent contractors, unless it shall first have obtained Contractor's written consent. Subcontractor agrees that it will not sublet the Job Order or any portion thereof without obtaining Contractor's written consent. Any consent Contractor grants Subcontractor hereunder will not relieve Subcontractor of any of its obligations hereunder or in the other Contract Documents.

#### **XV. REMEDIAL WORK, WARRANTIES AND SUBSTITUTIONS**

Subcontractor guarantees that it will complete the work and all portions thereof in accordance with the requirements of the Owner Agreement documents and that the same will be perfect as to materials and workmanship and will so remain for the periods specified in the Owner Agreement documents. Notwithstanding the payment in part or in full for the work contemplated in the Job Order, Subcontractor shall be liable to repair or replace any imperfect workmanship or other faults during the same period for which Contractor may be liable under the Owner Agreement documents; and if Subcontractor fails to repair or replace such imperfect workmanship or other faults, Contractor may perform the work and recover from Subcontractor the cost and expense thereof after Final Completion of the Project.

If a specific warranty period is not provided in the Contract Documents, Subcontractor agrees to warranty its work for a minimum of one (1) year. Subcontractor further guarantees that during the period of guarantee applicable to its work hereunder, it will make good all defects in such work and all damages caused to property of the Owner by such defects or by reason of the work required to remedy such defects. Work not conforming to the requirements of the Owner Agreement documents, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

#### **XVI. SAFETY AND PROJECT SITE CONDITIONS**

Subcontractor shall take reasonable safety precautions with respect to performance of the Job Order, and shall comply with the "Safety Program" initiated by Contractor (as posted in each trailer at the Project, and in the main office and attached hereto as Exhibit "1") and shall further comply with all laws, ordinances, rules, regulations and orders of the applicable Federal, State and local authorities, and of all applicable trade associations for the safety of persons or property in accordance with the requirements of the Contract Documents. Subcontractor agrees that it is solely responsible for ensuring and has sole control over its subordinate subcontractors and suppliers and their sub-subcontractors and suppliers in the performance of their work in accordance with the "Safety Program" initiated by Contractor and in accordance with all applicable laws, ordinances, rules, regulations and orders of the applicable Federal, State and local authorities, and of all applicable trade associations for the safety of all persons and property. Subcontractor shall comply with any verbal or other written safety requirements given to Subcontractor by Contractor. Subcontractor shall report to Contractor immediately any injury to an employee or agent of Subcontractor including, but not limited to any employee or agent of any of Subcontractor's subordinate subcontractors or suppliers or their sub-subcontractors and suppliers which occurred at the Project site. Copies of Insurance Company(ies) Accident Report are to be attached to Subcontractor's daily report the day the accident occurs. In the event that Subcontractor fails to comply with any of the provisions of this Article, Subcontractor agrees to defend, indemnify and hold Contractor harmless from any and all claims, losses or damages (including attorney's fees incurred) as a result of Subcontractor's noncompliance or as a result of any of Subcontractor's subordinate subcontractor's or supplier's or noncompliance or as a result of their sub-subcontractor's and supplier's noncompliance.

Subcontractor shall provide and maintain all necessary hoisting, scaffolding, shoring, etc., necessary to perform its work at the Project in a safe and efficient manner. Subcontractor agrees that it is solely responsible for ensuring and has sole control over its subordinate subcontractors and suppliers and their sub-subcontractors and suppliers for the provision and maintenance of all necessary hoisting, scaffolding, shoring, etc., necessary to perform work at the Project in a safe and efficient manner.



Contractor reserves the right but does not have an obligation to demand that Subcontractor immediately remove any employee of Subcontractor or have any employee of any of Subcontractor's subordinate subcontractors and suppliers and their sub-subcontractors and suppliers removed who is objectionable to Contractor, the Owner or other subcontractors, and upon Contractor's instruction, Subcontractor shall remove or have removed any such employee identified by Contractor.

Subcontractor shall supply all labor, materials and equipment necessary for the protection of work by others in the area adjacent to the area of Subcontractor's performance of work at the Project. Subcontractor shall supply all labor, materials and equipment necessary to maintain cleanliness at all times in all operations such that all construction dirt, dust and debris shall be removed on a daily and continuous basis throughout the duration of Subcontractor's performance at the Project. Subcontractor shall remove all rubbish from the Project on and adjacent to any area which Subcontractor works in. Subcontractor shall supply all labor, materials and equipment necessary to avoid fire and accident hazards at the Project. Subcontractor shall remove all flammable debris promptly from the Project. Failure to maintain the Project in the above manner will result in Contractor, upon 24 hours written or verbal notice to Subcontractor, assuming the clean-up operation and deducting all costs incurred at Contractor's billing rates, from the price of the Job Order.

Subcontractor is responsible for the cleaning of all streets and paved areas as necessary under or pursuant to the following: to the requirements of local governing bodies, at Contractor's direction, or the Contract Documents due to Subcontractor's work and/or deliveries.

Subcontractor shall confine Subcontractor's apparatus, storage of material and the operations of Subcontractor's employees and subordinate subcontractors to the limits indicated by law, ordinances or permits or rules and regulations of any governmental authority exercising jurisdiction over the Project.

#### **XVII. INSURANCE/HOLD HARMLESS AND SUBROGATION**

To the fullest extent permitted by law, Subcontractor and its subordinate subcontractors shall indemnify, protect, defend and hold harmless, Contractor, the Owner, the Architect and their officers, employees, servants and agents, from and against all claims, suits, judgments, costs, losses, expenses (including attorneys' fees) and liabilities of whatsoever kind or nature arising out of: (1) damage to property or injury or death to person caused in whole or in part by Subcontractor, its subordinate subcontractors, employees or agents, including, but not limited to sub-subcontractors and suppliers [notwithstanding any limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991)]; (2) any infringement (actual or claimed) of any patents, copyrights, trade secrets or trade names by reason of any work to be performed by Subcontractor or by reason of anything to be supplied by Subcontractor; (3) failure of Subcontractor in any way to comply with the requirements of the Fair Labor Standards Act, as amended, and all other applicable federal, state or local statutes, laws, ordinances, rules, regulations or orders (with all of which Subcontractor agrees to fully comply); and (4) breach by Subcontractor of any covenants, agreements, warranties, or representations made in the Contract Documents or the Owner Agreement documents.

Subcontractor and its approved subordinate subcontractors and suppliers and their sub-subcontractors and suppliers shall at all times, carry at their own expense workmen's compensation insurance, employer's liability insurance and motor vehicle/auto liability insurance in accordance with the provisions set forth in Exhibit A to the Job Order or in accordance with the laws of the State of Illinois, whichever coverage is greater. Subcontractor shall also carry at its own expense, policies of public liability insurance in limits satisfactory to Contractor, as set forth in Exhibit A to the Job Order for personal injury and for property damage. Subcontractor shall, prior to the start of work, furnish certificates of insurance for all insurance coverage herein mentioned from its insurance carriers in satisfactory form showing the date of the expiration of the policies and the limits of liability thereunder. ACORD "certificates of insurance" forms shall be submitted and no work shall be performed by or at the direction of Subcontractor for Project until such certificates of insurance have been properly executed and tendered. Said insurance shall not be canceled, changed or allowed to expire until after providing at least sixty (60) days written notice to Contractor and to the Owner and all certificates of insurance provided hereunder shall state the sixty (60) days notice of cancellation or expiration to Contractor condition. An updated certificate of insurance shall be provided to Contractor more than sixty (60) days prior to the expiration of the prior certificate of insurance. The required insurance shall be maintained in force during the entire duration of Subcontractor's performance at the Project. All subcontractors who are to provide any work below grade or where required by the Contract Documents or by Contractor shall furnish Contractor and Owner with certificates of insurance showing coverage of underground explosion, collapse, and damage and insurance coverage shall remain in effect and shall extend to sixty (60) days after final payment. All insurance shall include Contractor, the Architect and the Owner as additional insureds and shall be considered primary coverage.

Contractor may in its own discretion furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise for its use in order to complete the Owner Agreement. Should Subcontractor use such items, Subcontractor agrees to insure against any claims of liability or damage to such items while in Subcontractor's care, custody or control and Contractor and Owner shall be named an additional insureds to any such insurance policy. Liability limits shall be the same as in Exhibit A to the Job Order. Physical damage insurance against damage to the terms themselves shall be on a "replacement cost" all risk basis waiving subrogation against Contractor.

Subcontractor shall protect any wall which does not have pilasters or structural steel within them and which Contractor provides builder's risk coverage for any one-story masonry building containing such walls, by providing a U.L. approved bracing system, and in lieu thereof, Subcontractor may provide builder's risk completed value form, providing Special Risk Perils coverage including vandalism and malicious mischief insurance for 100% of the price of the Job Order and have the Owner and Contractor named as additional insureds.

Subcontractor agrees that if it becomes necessary for it or any of its subordinate subcontractors and suppliers and any of their sub-subcontractors and suppliers to return to the Project pursuant to Article XV hereunder, evidence of current insurance complying with all provisions for coverage as stated in the Contract Documents must be provided to Contractor prior to Subcontractor returning and being permitted to return to the Project.

Subcontractor agrees that the insurance coverage and limits required in the Contract Documents shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Contract Documents or by law.

Subcontractor agrees that its failure to provide, and to ensure that its subordinate subcontractors and suppliers and their sub-subcontractors and suppliers, the insurance protection required under the Contract Documents does not relieve Subcontractor of the obligation to defend and indemnify Contractor and the Owner against any claim or loss which otherwise would have been covered by the requisite insurance.

Subcontractor agrees to indemnify and save harmless Contractor and the Owner from all claims, losses, expenses or liability against the payment of any and all taxes incurred by Subcontractor.

Subcontractor agrees to indemnify and hold Contractor and Owner harmless from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including attorney's fees, legal costs and expenses, and disbursements, caused or occasioned directly or indirectly by Subcontractor's failure to comply with any laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations resulting from or in connection with Subcontractor's performance on the Project.

Subcontractor acknowledges and agrees to the following indemnification in addition to any other indemnification requirements hereunder and to the extent not already required by any such provision. In the event that the Owner Agreement requires the provision of professional design services, certifications, and/or approvals as part of the work for the Project, to the extent that such work is within the scope of the work under the Job Order:

- (a) Subcontractor assumes responsibility and liability to the fullest extent permitted by law for any and all claims and/or damages of any nature or character whatsoever relating to or arising out of the performance (or lack of performance) of such professional design services or issuances of such certifications and/or approvals; and
- (b) To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify, and hold harmless Contractor (its affiliates, parents, and subsidiaries), Contractor's surety, if any, the Owner, and the Architect from and against all claims, demands, liabilities, interest, loss, damage, fines, penalties, attorney's fees, costs, and expenses of whatsoever kind or nature, including property damage or for personal injuries (including death) to any and all persons (whether such persons are employees of Contractor or employees of Subcontractor, or employees of Subcontractor's subcontractors, or others) relating to or arising out of the performance (or lack of performance) of professional design services or issuance of such certifications and/or approval.

Contractor and Subcontractor herein waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Owner and any other prime contractors or other contractors and operators of any kind, and any of their subcontractors, agent and employees for damages caused by fire or other peril to the extent covered by property insurance applicable to the work, except such rights as they may have to proceed of such insurance held by the Owner as fiduciary. Subcontractor shall require of its subordinate subcontractors, agents and employees, by appropriate agreements,

written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### **XVIII. WAGES**

Subcontractor understands and agrees to comply with the federal Davis-Bacon Act, and any applicable state and municipal laws, regulations, or requirements governing wage rates ("Wage Rate Laws") as required by the Owner Agreement.

At Contractor's sole discretion, Subcontractor must within five (5) business days from receipt of a written request from Contractor, deliver to Contractor copies of all payroll and other financial records for an audit of whether Subcontractor's payments to its employees for the Project are in full compliance with Wage Rate Laws. Payroll records include, but are not limited to, all employee checks, federal, state, and local tax forms or withholding forms, unemployment insurance forms, and union benefit records. Subcontractor must deliver these records regardless of whether an employee has complained to any governmental agency concerning payment under Wage Rate Laws and whether or not any governmental agency has notified Contractor or Subcontractor that it is investigating Subcontractor with respect to Wage Rate Laws.

Failure of Subcontractor to comply with Wage Rate Laws or to deliver the payroll reports and records to Contractor as required herein is a material breach of the Job Order. Contractor may immediately terminate the Job Order for any breach of the provisions in this Article. Contractor may also terminate the Job Order if it has a reasonable belief that Subcontractor is not complying with Wage Rate Laws.

In the event that Contractor terminates the Job Order, Subcontractor shall be liable for all damages suffered by Contractor, including, but not limited to, all costs, expenses, overhead, loss of profit, underpayments, fines, penalties, and actual attorney's fees, incurred by Contractor as a result thereof. Subcontractor will indemnify, defend, and hold harmless Contractor, its officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorney's fees) arising out of or in any way connected with Subcontractor's failure to pay prevailing wages or comply with the Wage Rate Laws.

Subcontractor agrees to pay and be responsible for payments for taxes on the payrolls of all persons employed by Subcontractor which are assessed, levied or due under any federal unemployment compensation act or acts relating to persons employed by Subcontractor. Subcontractor will further assume and make payment of all taxes levied by any taxing authority or body on any work performed or material purchased, used or delivered by Subcontractor for the Project. Subcontractor agrees to pay and be responsible for all payments to any union or fringe benefit trust funds on behalf of Subcontractor's employees and employees of all lower tier subcontractors in its employ, and agrees to hold Contractor harmless from all claims, costs, expense or liability (including attorney's fees and legal costs and expenses) arising out of its or any lower tier subcontractors' failure to make contributions to the aforementioned funds.

### **XIX. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

Subcontractor warrants that it has developed and maintains an Affirmative Equal Employment Opportunity Program fully complying with the requirements of the Owner Agreement and all applicable laws. Subcontractor agrees to so conduct its operations as to preclude in its employment practices any discrimination because of race, creed, color sex, age or national origin and that, insofar as its operations are concerned, it will, independently of any of Contractor, take all affirmative measures required of Contractor by the Owner Agreement to assure affirmative efforts towards effective employment of minority group labor.

### **XX. MISCELLANEOUS PROVISIONS**

Action or failure to act by Contractor shall not constitute a waiver except to the extent that Contractor specifically states such waiver in writing. No payment made under the Job Order shall be evidence of the performance of the work either wholly or in part and no payment shall be construed to be in acceptance of defective work or improper materials.

Notwithstanding the above provision, all notices hereunder shall be sent as follows and shall be deemed to have been made

when transmitted via facsimile, via electronic transmission or when deposited in the United States mail, with sufficient postage prepaid and addressed accordingly, and all notices shall be deemed received on either the next business day for both facsimile and electronic transmission, and on the third business day from the date of mailing for transmission via deposit in the United States mail:

Contractor: {Name}  
Attn: Project Manager  
23830 West Main Street  
Plainfield, IL 60544

Subcontractor: {FirmName}  
{MailAddress}  
{@SubAddr2}  
{@SubAddr3}

Daily reports will be submitted to the field office showing the number of foremen and mechanics on the project that day (this includes any subcontractors in your employ) and the location, nature, and quantity of work being performed. Such report will be submitted by 9:30 a.m. the day after the work is performed.

The attendance at weekly project meetings is mandatory no less than two (2) weeks prior to commencement of Subcontractor's work and during the course of that work. The person or persons designated to attend and participate in the project meetings shall have the authority to commit Subcontractor to solutions as agreed upon in the meetings.

Subcontractor will be responsible for securing field inspections covering its work by the controlling governing authorities.

It is agreed that reasonable access roads and sanitary facilities will be provided by Contractor. No rubbish removal, telephone, special electrical wiring for equipment, field trailers, or liability for Subcontractor's equipment will be supplied, nor will they be Contractor's responsibility.

It is agreed that delivery and storage of all material and equipment in connection with the performance of the Job Order is the sole responsibility of Subcontractor. Subcontractor shall cooperate with Contractor as to coordination of space requirements for all such materials and equipment in ample time so as to coordinate deliveries and storage areas with other subcontractors.

Subcontractor will cooperate with Contractor regarding all job conditions including hours of work, staging, temporary parking, job safety and cleanup/wash areas.

Subcontractor is required to give seventy-two (72) hours minimum notice before any utility service interruption which affects the Owner occupied areas. Each request for such interruption shall indicate estimated downtime. No utility interruption shall be permitted without written approval from the Owner and Contractor.

All sleeving or coring necessary for the installation of Subcontractor's work shall be provided by Subcontractor. All fire-safety of these sleeves or cored holes is the sole responsibility Subcontractor. No cutting or patching of existing structures shall be permitted without the prior written consent of Contractor. Requests for permission of same shall include explicit written details and descriptions of work and shall not under any circumstances diminish the structural integrity of the building or impair, compromise or reduce the effectiveness of any building component or system.

All traffic control of Subcontractor's own operations including that of its suppliers is included in Subcontractor's contract amount. This includes flagmen, barricades, permits, etc. as may be required by any legal agency having jurisdiction over this project.

Subcontractor shall not execute press releases or in any manner publicize its participation in the Project without prior written approval from the Owner and Contractor.

Subcontractor shall not display any signs without written consent of Contractor and the City or Village in which this Project is located.

No cameras or pictures are allowed without prior written approval of the Owner and Contractor.

Contractor will provide, when required, bench marks and two (2) base line controls for Subcontractor's use. All other engineering or layout connected with the Job Order is the sole responsibility of Subcontractor.

In addition to the submittal requirements found hereunder, Subcontractor is responsible for providing, when applicable, five (5) original copies of as-built documentation and Operational/Maintenance Manuals upon completion of its work.

If Contractor believes it is necessary to institute litigation to enforce its rights against Subcontractor hereunder and Contractor is determined to be the prevailing party, Subcontractor shall pay all expenses incurred by Contractor in said litigation, including, but not limited to: (1) attorney's fees, (2) court costs, (3) witness and inspection fees and costs, (4) internal and external labor costs, and (5) all other general expenses of litigation, together with interest at the rate of 7% per annum on all monies recovered by Contractor through such litigation beginning from the inception date of the injury complained of through the date judgment is entered against Subcontractor in such litigation.

In the event that any provision of the Contract Documents should be held invalid by any court of competent jurisdiction, the remainder thereof shall remain in full force and effect.

The signature of any person to this document shall be deemed a personal warranty by that person that he has the power and authority to bind the corporation, partnership or other business entity for which he purports to act.

The terms and conditions of all Contract Documents shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successor and assigns (to the extent of an agreed to assignment as provided hereunder) of the parties.

Subcontractor acknowledges its entire review of these General Conditions and its complete understanding of its contents.

IN WITNESS THEREOF, the parties hereto agree to be bound by the terms and conditions hereunder together with the terms and conditions contained in all other Contract Documents whether such other Contract Documents exist now or are prepared hereafter, on this {@DateDay} day of {@DateMonth}, {@DateYear}:

**SAFETY & LOSS PREVENTION MANUAL:**

To receive the Sample-Job Order: Safety & Loss Prevention Manual contact the Construction Manager, Harbour Contractors, Inc., Project Coordinator Roseanne Markowski via Phone at 815.782.1318 or Email at [rmarkowski@harbour-cm.com](mailto:rmarkowski@harbour-cm.com) or Project Manager Shawn A. Thompson via Email at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com).

Upon receipt of your email or phone contact you will receive an Invitation to Download the Bid / Contract Documents. There you'll be able to select the specific Bid / Contract Documents, including the Sample-Job Order: Safety & Loss Prevention Manual. If you have any questions on how to download the documents once invitation is received, please contact Roseanne Markowski. Bid / Contract Documents will be provided via Harbour Contractors, Inc. web based Procore Application in Electronic Format Only.



**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111. Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (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 or grant, 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 five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or 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 an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten ( 10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above 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 any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (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 through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

\_\_\_\_\_  
Printed Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

## SEXUAL HARASSMENT POLICY STATEMENT

The company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this company must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.



## SEXUAL HARASSMENT POLICY

### DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is a case where a qualified individual is denied employment opportunities and benefits after rejecting the supervisor's sexual advances or request(s) for sexual favors or the individual is terminated. Another example is when an individual is subjected to unwelcome sexual conduct by co-workers because of his or her gender which makes it difficult for the employee to perform his or her job.

Other conduct, which may constitute sexual harassment, includes:

- **Verbal:** Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- **Non-Verbal:** Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- **Visual:** Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- **Physical:** Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- **Textual/Electronic:** "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws

when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her work station filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

For this reason, every manager, supervisor and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. And while use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution.

Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

#### RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

#### RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that



supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct which he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales, representative, or repairperson).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees, or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important; both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer-owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by case basis and remind employees of the company's code of conduct and ethics rules if applicable.

#### **PROCEDURES FOR FILING A COMPLAINT**

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, her/his supervisor and company contact:

It is not necessary for sexual harassment to be directed at the person making a complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

No one making a complaint will be retaliated against even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Proper responses to conduct which is believed to be sexual harassment may include the following:

**Electronic/Direct Communication.** If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

**Contact with Supervisory Personnel.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or

If the harasser is the immediate supervisor; the problem should be reported to the next level of supervision or

**Formal Written Complaint.** An employee may also report incidents of sexual harassment directly to

will counsel the reporting employee and be available to assist with filing a formal complaint. The company will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

**Resolution Outside Company.** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR

complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

#### ADMINISTRATIVE CONTACTS

- Illinois Department of Human Rights (IDHR)  
Chicago: 312-814-6200 or 800-662-3942  
Chicago TTY: 866-740-3953  
Springfield: 217-785-5100  
Springfield TTY: 866-740-3953  
Marion: 618-993-7463  
Marion TTY: 866-740-3953
- Illinois Human Rights Commission (IHRC)  
Chicago: 312-814-6269  
Chicago TTY: 312-814-4760  
Springfield: 217-785-4350  
Springfield TTY: 217-557-1500
- United States Equal Employment Opportunity Commission (EEOC)  
Chicago: 800-669-4000  
Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

#### FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.



**PROJECT SCHEDULE:**

To receive the Conceptual Project Schedule contact the Construction Manager, Harbour Contractors, Inc., Project Manager Shawn A. Thompson via Email at [sthompson@harbour-cm.com](mailto:sthompson@harbour-cm.com).

Upon receipt of your email or phone contact you will receive an Invitation to Download the Bid / Contract Documents. There you'll be able to select the specific Bid / Contract Documents, including the Conceptual Project Schedule. If you have any questions on how to download the documents once invitation is received, please contact Shawn A. Thompson. Bid / Contract Documents will be provided via Harbour Contractors, Inc. web based Procore Application in Electronic Format Only.

Please note, the Conceptual Project Schedule is just that, conceptual and for Reference Only to provide a General Timeline / Duration of the Project. **Dates shown are Not Actual Firm Dates and subject to change per Final Construction Project Schedule.**

**Plans, Specifications and Bid Packages / Conditions** of the bid are Available After 12:00 PM-CDT on Tuesday August 11, 2020 by contacting the Construction Manager, Harbour Contractors, Inc. Project Coordinator Roseanne Markowski at Ph: 815.782.1318 at Em: rmarkowski@harbour-cm.com or Project Manager Shawn A. Thompson at Em: sthompson@harbour-cm.com.

- Will County of Illinois Office Building Renovations **Issued For Bid** Set dated **2020-08-10** as prepared by Stromsland / De Young / Prybys Architecture Group
- Will County of Illinois Office Building Renovations **Project Manual (Specifications)** dated **August 10, 2020** as prepared by Stromsland / De Young / Prybys Architecture Group