



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Public Works Roof Restoration		
Presenter & Title:	Pete Adams, Facilities Manager		
Date:	January 16, 2024		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-I			
Estimated Cost: \$199,000.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>The Public Works building's roof systems from original construction and the expansion. There have been many issues with various leaks over the roof's life. Options for replacement and restoration were reviewed and it was determined that restoration is a more cost effective solution at this time, estimated to be 25% of the cost of replacement with a similar warranty and expected lifespan to replacement. A bid was published to apply a restorative coating and replace all skylights, including a warranty from the coating product manufacturer.</p> <p>10 firms submitted bids, the lowest qualified bid from Premier Roofing Design dba Top Roofing for \$199,000.00. Top Roofing has been interviewed and confirmed understanding of the scope of work and provided references for experience with similar work elsewhere which were validated.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• PW Roof Restoration – Bid Tab Sheet</li> <li>• Bid Submission – Premier Roofing Design dba Top Roofing</li> <li>• Geneva Public Works Roof Restoration Project Specifications</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Resolution Authorizing the City Administrator to Execute Contract with Premier Roofing Design dba Top Roofing for \$199,000.00 for Skylight Replacement and Roof Restoration for the Public Works Building.</p>			

**RESOLUTION NO. 2024-09**

**RESOLUTION AUTHORIZING EXECUTION OF THE  
CONTRACT WITH PREMIER ROOFING DESIGN DBA TOP ROOFING  
FOR THE PUBLIC WORKS ROOF RESTORATION PROJECT**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA,  
KANE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Contract with Premier Roofing Design dba Top Roofing for the Public Works Roof Restoration Project in the amount of \$199,000.00 and allow the City Administrator to approve change orders not-to-exceed 10% of the contract amount for a not-to-exceed total of \$238,800.00, as recommended by Staff.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 5th day of February, 2024.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**  
Approved by me this 5th day of February, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Geneva, IL  
**Public Works Building - Metal Roof Restoration**  
**Bid Tab Sheet**  
 November 27, 2023

Bidder	Akn. Adde nda 1	Akn. Adde nda 2	Skylight	Coating product	Manufacturer Warranty	Installer Warranty	Base Bid	Bid Bond
Provantage Waterproofing Inc.	Y	Y	Velux CG2-7272	Certainteed 45D High Solids, Certainteed 360 liquid flashing	20 yrs	20 yrs	\$ 374,960.00	Y
CSR Roofing Contractors	Y	Y	Velux /CT2 double dome skylight	GAF	10 yrs	2 yrs	\$ 645,258.00	Y
DCG Roofing Solutions, Inc.	N	N	Velux CMTZ Double Dome	GAF	10 yrs	1 yr	\$ 316,851.00	Y
J.L. Adler Roofing & Sheet Metal, Inc.	Y	Y	Velux #CMTZ	ER Systems	10 yrs	2 yrs	\$ 394,500.00	Y
Previer Roofing Design dba Top Roofing	Y	Y	AD Skylights double dome	Viking Group SEBS coating for metal and EPDM	10 yrs	10 yrs	\$ 199,000.00	Y
CentiMark	Y	Y	Velux - Curb mount Traditional Dome	GE Enduris 3500	10 yrs	10 yrs	\$ 576,973.00	N
L. Marshall, Inc.	Y	Y	Velux CMT2	838 Coatings	10 yrs	1 yr	\$ 445,000.00	Y
Solaris Roofing Solutions, Inc	Y	Y	Plasteco	838 Coatings	10 yrs	2 yrs	\$ 227,720.00	Y

City of Geneva, IL <b>Public Works Building - Metal Roof Restoration</b> <b>Bid Tab Sheet</b> November 27, 2023									
Bidder	Akn. Adde nda 1	Akn. Adde nda 2	Skylight	Coating product	Manufactur Warranty	Installer Warranty	Base Bid	Bid Bond	
Anthony Roofing Tecta America, LLC	Y	Y	Velux / Wasco - CMT2	838 Coatings	10 yrs	1 yr	\$ 298,000.00	Y	
Riddiford Roofing Co.	Y	Y	Wasco - CMT2	Tremco	12 yrs	1 yr	\$ 347,992.00	Y	

# City of Geneva, IL

## PROPOSAL

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner. Proposal is submitted in duplicate by Premier Roofing Design dba Top Roofing

---

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "PUBLIC WORKS ROOF RESTORATION" in accordance with the Specifications and Procedural documents attached.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

Addendum No.	Date	Initials
01	11/17/23	AC
02	11/21/23	AC

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract requirements and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform the "PUBLIC WORKS ROOF RESTORATION" as described in the contract documents.

## City of Geneva, IL

### FEES FORM

Vendor shall submit pricing on the form below, based on the terms and conditions set forth in this Contract.

Skylight Make and Model:	<i>AD Skylights double dome - original manufacturer</i>
Coating Product Manufacturer:	<i>Viking Group SEBS coating for metal and EPDM</i>
Manufacturer's Warranty:	<i>20 year warranty</i>
Vendor/Installer's Warranty:	<i>2 year warranty</i>
Base Price:	<i>One hundred and ninety-nine thousand dollars - 199,000.00</i>

**On (a) separate sheet(s), provide a written narrative explaining what products will be implemented, the preparation and installation/application process, and expected timeframe for when and how long work transpire.**

**INCOMPLETE SUBMISSIONS WILL BE CONSIDERED GROUNDS FOR DISQUALIFICATION**

Signed and sealed this 14th day of November, 2023.



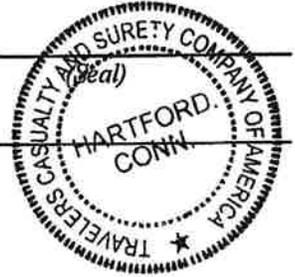
[Handwritten Signature]  
(Witness)

[Handwritten Signature]  
(Principal)

(Title)

Travelers Casualty and Surety Company of America

[Handwritten Signature: Ed Collazo]  
(Surety)



Eddie Collazo - Attorney In Fact

(Title)

[Handwritten Signature]  
(Witness)

Public Works Roof Restoration

Addendum 1

FROM: Organization: Premier Roofing Design dba Top Roofing  
 Address: 2206 N. Main St Ste 204  
 City, State, Zip Code: Wheaton IL 60187  
 Contact Person: Abner Catugy  
 Telephone Number: 630-677-8413

AUTHORIZED NEGOTIATORS:

Name: Abner Catugy Phone # 630-677-8413  
 Name: Anisa Hopper Phone # 630-765-4436

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 01, Dated 11/17/2023

Public Works Roof Restoration

Addendum 2

An addendum is being issued in regard to additional inquiries received as of Tuesday 11/21/23. Please acknowledge receipt of the addendum on the following form and include in your proposal package.

**Question 1** - - If the lower EPDM roof is included are we to include replacing the skylight frame and domes on that roof as well? It appears as if there are two (2) skylights on that roof and the project documents list replacing twenty-six (26) skylight frames and domes and there are a total of twenty-six (26) skylights on the metal roof.

**A1** – Yes, lower office EPDM roof is included. The 2 front office skylights should also be replaced; correction to 28 total skylights on the building. Consistent with previous addendum response, curbs should only be replaced if deemed necessary due to failure.

**Question 2** - Do you want the skylights to be replaced with double or single domes or just match what is existing?

**A2** – Replacement skylights should be double dome.

Addendum 2 - Issued 11/21/2023

Pete Adams  
Facilities Manager  
City of Geneva  
630-938-4560

FROM: Organization: Premier Roofing Design dba Top Roofing  
Address: 2206 N. Main St Ste 204  
City, State, Zip Code: Wheaton IL 60187  
Contact Person: Abner Catugy  
Telephone Number: 630-677-8413

AUTHORIZED NEGOTIATORS:

Name: Abner Catugy Phone # 630-677-8413  
Name: Anisa Hopper Phone # 630-765-4436

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 02, Dated 11/21/2023

**BID BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

**CONTRACTOR:***(Name, legal status and address)*

Premier Roofing Design dba Top Roofing  
2206 N. MainSt., Suite 204  
Wheataon, IL 60187

**SURETY:***(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America

**OWNER:***(Name, legal status and address)*

City of Geneva  
22 S. First St.  
Geneva, IL 60134

**BOND AMOUNT: \$200,000 (10%)**

**PROJECT:***(Name, location or address, and Project number, if any)*

Roof Coating and Skylight Replacement  
Geneva, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



# TOP Roofing

TOP Roofing  
2206 N. Main St.  
Suite 204  
Wheaton, IL 60187  
LIC. 104.115.98

## Estimate - Roofing Coating and Skylight Replacement

DATE: 11/25/23

CLIENT:	City of Geneva - Public Works
Address:	<b>1800 South St. Geneva, IL</b>

<b>Metal/EPDM restorative coating + skylight replacement</b> - standard colors w/ snowguards	Total:
Wash all roof surfaces in preparation for coating application - allow to dry and blow	
Inspect metal roof for loose screws, flashings, terminations, apply required corrections	
Coat seams, penetrations, transitions with preparative coating allowing to set	
Remove existing skylights (28) inspect curbs for defects and apply corrections	
Install new skylights AD double dome curb mounted TR with protective screens	
Install 2 coats of Viking SEBS coating per manufacturer's specifications	
Coating product to be applied per attached sheet - SEBS page 03	
Run thermal scan over EPDM roof for moisture intrusion	
Apply corrections as need on EPDM system and components as needed (unit price item)	
Wash and clean roof surfaces in preparation for coating - allow to dry and blow	
Apply corrections to all creases, seams, blisters per manufacturer's specs	
Install walkpads at units access points	
Coat seams, penetrations, transitions with preparative coating allowing to set	
Install 2 coats of Viking SEBS coating per manufacturer's specifications	
Conduct final inspections, apply corrections, register final documentation	
Prepare warranties and register products - includes 2 inspections for duration of labor warranty	
<b>Price:</b>	199,000.00

Total Project Price: 199,000.00

Installation will be done in coordination with system manufacturer on all stages of install.

Standard warranty terms apply

Authorized Signature: \_\_\_\_\_

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

11/25/23



## INSURANCE

TOP Roofing is Licensed, Bonded and Insured through CCI.

## STANDARDS OF WORK

The Contractor agrees to supply all labor and supervision to complete the Work in accordance with the Contract Documents. The Contractor agrees to undertake all Work diligently in a good and workmanlike manner, in accordance with good quality standards and practices, and in compliance with any applicable Building Code.

Any additional work, required due to site conditions and not disclosed to the Contractor are not included in the Contract Price and shall be extra to the Contract Price.

## DISCLAIMERS

Unpaid balances after 30 days will incur an interest charge of 2% per month or 24% per year. Top Roofing may withdraw this proposal if not accepted within 45 days of preparation. In the event of default payments to Top Roofing, the owner or agent agree to pay for any of past monies owed, including court costs, reasonable attorney fees, and other related expenses.

There is no liability to be assumed for any damage to the building or contents thereof because of water leakage or structural deflection of the building.

Top Roofing shall not be responsible to determine structural soundness and shall have no liability whatsoever to the owner or others for failure of roof or supporting structure to support persons, materials, equipment, resulting from such failure, whether it occurred before, during, or after the performance of the outlined work.

When performing work as a subcontractor, the company or persons acting as the GC on the project agrees to not solicit or hire out any work to any of Top Roofing employees, temporary workers or their subcontractors without express permission of Top Roofing.

## WARRANTY

TOP Roofing Design is not responsible for debris in attics, cracked driveways, roofs not properly covered, or any damage caused by wind, rain, or other weather conditions. Prices are inclusive of all applicable taxes and carry a one-year labor warranty.

We appreciate your business, thank you for choosing TOP Roofing.

Cordially,  
Abner D. Catugy  
630.677.8413 fax 630.344.0992  
[toproofinc@gmail.com](mailto:toproofinc@gmail.com)  
[www.toproofing.biz](http://www.toproofing.biz)

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
104.015954  
105.005929

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:  
12/31/2025

LICENSED ROOFING CONTRACTOR  
UNLIMITED



PREMIER ROOFING DESIGN INC  
DBA TOP ROOFING  
ABNER D S CATUGY  
2206 N MAIN ST STE 204  
WHEATON, IL 60187



MARIO TRETTO, JR.  
SECRETARY

CAMILE LINDSAY  
ACTING DIRECTOR

The official status of this license can be verified at [IDFPR.illinois.gov](http://IDFPR.illinois.gov)

18349931

Cut on Dotted Line ✂



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
145  
**05/31/2023**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Elite Insurance Solutions</b> <b>524 W. State St., Suite F</b> <b>Geneva, IL 60134</b>	<b>CONTACT NAME:</b> Michele King <b>PHONE (A/C, No, Ext):</b> (630) 345-6800 <b>E-MAIL ADDRESS:</b> admin@eliteinsurancepros.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>Premier Roofing Design, Inc.</b> <b>dba Top Roofing</b> <b>2206 N. Main St.</b> <b>Wheaton IL 60187</b>	<b>INSURER A:</b> Auto Owners Insurance <b>INSURER B:</b> Carolina Casualty Insurance Company <b>INSURER C:</b> Artisan and Truckers Casualty Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> <b>32700</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	07927014	07/20/2023	07/20/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	959661814	07/20/2023	07/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			52-810465-00	07/20/2023	07/20/2024	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	BNUWC0157148	06/08/2023	06/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> <b>Proof of Insurance</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <MK>
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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Premier Roofing Design dba Top Roofing</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above <b>Top Roofing</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input checked="" type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate             </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____             </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2206 N Main St, Ste 204</b></p> <p><b>6</b> City, state, and ZIP code <b>Wheaton, IL 60187</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	7	-	5	2	0	7	9	5	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 11/14/2023
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**PROJECT DOCUMENTS**

**FOR**

**Public Works Building**

**Metal Roof Restoration**



**November 2023**

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## ADVERTISEMENT

The City of Geneva (City) is seeking a qualified proposals for a restorative coating and skylight replacement (26) for the Public Works Building's approximately 80,000 Square foot low pitched metal roof, located at 1800 South Street in Geneva, IL.

Proposals to be submitted in **duplicate**, in a sealed envelope with the words "PUBLIC WORKS ROOF" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 a.m. on Monday, November 27th, 2023** at the office of the City Administrator located at 22 South First Street, Geneva, IL 60134; immediately following, they will be publicly opened and read aloud in the City's Council Chambers. To attend the public opening, please use the public entrance on the James Street side (south) of the building.

Instructions and specifications are available on the City of Geneva web site. [www.geneva.il.us](http://www.geneva.il.us)

All persons working on this project shall be paid no less than current prevailing wages stipulated by the Illinois Department of Labor in the County of Kane and/or as determined by a Court of Law having Jurisdiction.

The City of Geneva, Illinois reserves the right to reject any or all proposals and waive technicalities.

## INSTRUCTIONS FOR PROPOSALS

The successful Vendor shall submit a copy of his/her insurance policy listing the City of Geneva as an additional insured.

If any Vendor is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Facilities Manager (FM) a written request for an interpretation. The FM will give an interpretation of the matter in question by issuing an "Addenda". The FM will not respond to written requests for interpretation that are received less than 5 business days before the opening.

Proposals, which are not signed by individuals making them, should have attached thereto a power of attorney evidencing authority to sign the proposal on behalf of the person for whom it is signed.

Proposals which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By \_\_\_\_\_". If such a proposal is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the proposal should be attached to it. Such a proposal should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

Submission of a proposal is conclusive assurance and warranty that the Vendor has examined the materials, visited the site and understands all requirements for the performance of the work. The vendor will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The City of Geneva will, not be responsible for any additional cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the vendor.

Vendors shall not take advantage of any errors or omissions in the proposal and advertised contract.

Any errors discovered in the proposals received shall be corrected using the unit price submitted. The contract will be awarded after these adjustments are made.

1. **QUALIFICATIONS OF VENDORS:** To demonstrate qualifications to perform the Work, each vendor must prepare to submit no less than three to five (3-5) customer references for similar work performed; preferably from other government or public sector organizations.
2. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Contract Documents are to be directed to the Facilities Manager (FM) at [padams@geneva.il.us](mailto:padams@geneva.il.us). Interpretations or clarifications considered necessary by the FM in response to such questions will be issued by Addenda and posted on the City of Geneva web site [www.Geneva.il.us](http://www.Geneva.il.us). **Questions should be submitted by Monday November 20<sup>th</sup>.** Questions received after may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Project Documents as deemed advisable by Owner.
3. **CONTRACT TIME & DURATION:** Formal Award will be following formal approval at the soonest available City Council Meeting following the opening of proposals; Council meetings are held the 1<sup>st</sup>

and 3<sup>rd</sup> Monday of each month. **The City is seeking for work to be completed by no later than April 30<sup>th</sup> 2024.**

4. LIQUIDATED DAMAGES: n/a
5. SUBSTITUTE OR “OR-EQUAL” ITEMS: Any substitutions from the Vendor’s proposal or documents for consumable products implemented and scope &/or schedule of services are subject to the approval of the by the City’s FM at padams@geneva.il.us.
6. FEES FORM: All proposals must include the required FEES FORM included with the Project Documents.

All blanks on the Fees Form must be completed using the fillable PDF version, by ink, or typewriter.

The Vendor’s proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).

7. MODIFICATION AND WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner the proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

If, within twenty-four hours after proposals are opened, any Vendor files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its proposal, that Vendor may withdraw its proposal and the vendor’s security will be returned. Thereafter, that Vendor will be disqualified from further proposals for the work to be provided under the Project Documents.

8. All proposals shall remain open for sixty days after the day of the opening of proposals.
9. BID BOND: Each Proposal must be accompanied by a Bid Bond in the form of a certified check issued by a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the City of Geneva, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner’s receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor’s bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
10. CONTRACTOR’S BOND: The successful vendor will be required to compute three additional counterparts of the Proposal and to furnish a Contractor’s Bond (Performance and Payment) in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the Contract price. Should the successful vendor fail or refuse to compute such counterparts or to furnish a Contractor’s Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Vendor will be considered to have abandoned the Proposal.
11. AWARD OF CONTRACT: Owner reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with the Successful Vendor, and the right to disregard

all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12. EVALUATION: Owner shall consider the qualifications of the Vendors, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the proposal.

Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Vendors, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the proposal of any Vendor who does not pass any such evaluation to Owner's satisfaction.

A conditional or qualified proposal will not be accepted.

13. AWARD: If the contract is to be awarded it will be awarded to the low, responsive, responsible Vendor whose evaluation by Owner indicates that the award will be in the best interests of the Owner.

If the contract is to be awarded, Owner will give the Successful Vendor a Notice of Award within sixty days after the day of the proposal's opening.

14. SIGNING OF AGREEMENT: When Owner gives a Notice of Award to the Successful Vendor, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor.

15. PREVAILING WAGE:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

- Contractor or his Sub-Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised Specifications, regardless of any contractual

relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;

- The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and
- There may be withheld from the Contractor so much of accrued payment as may be considered necessary by the city controller to pay to laborers and mechanics employed by the Contractor or any Sub-Contractor on the work for the difference between the rates of wages required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.
- The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the Contractor or Sub-Contractor, or by any applicable provision of law, but in no such event shall such amount be less than the prevailing wage for such overtime.
- The minimum wages to be paid to the various laborers and mechanics, have been determined to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Contract work in the vicinity.
- Please be aware of the following requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued the Contractor and the subcontractor will submit certified payroll records every calendar month for work that was completed and paid for as stated below.
  - CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515): Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
  - The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, and telephone number. Demographic information required as part of PA 1-3=347 (HB3400) is also required. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- PREVAILING WAGES FOR KANE COUNTY:  
<https://idol.aem-int.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20230815/Kane.pdf>

# PROPOSAL

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.  
Proposal is submitted in duplicate by \_\_\_\_\_

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "PUBLIC WORKS ROOF RESTORATION" in accordance with the Specifications and Procedural documents attached.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

Addendum No.	Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract requirements and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform the "PUBLIC WORKS ROOF RESTORATION" as described in the contract documents.

## FEES FORM

Vendor shall submit pricing on the form below, based on the terms and conditions set forth in this Contract.

Skylight Make and Model:	
Coating Product Manufacturer:	
Manufacturer's Warranty:	
Vendor/Installer's Warranty:	
<b>Base Price:</b>	

**On (a) separate sheet(s), provide a written narrative explaining what products will be implemented, the preparation and installation/application process, and expected timeframe for when and how long work transpire.**

INCOMPLETE SUBMISSIONS WILL BE CONSIDRED GROUNDS FOR DISQUALIFICATION

## OVERVIEW & TERMS

The City of Geneva (City) is seeking proposals for the application of a restorative coating and replacement of 26 skylights and to the roof of the Public Works building located at 1800 South Street in Geneva. The roof consists of 3 sections; the Front lower office EPDM Membrane section (far Northeast) approx. 3600 SF; the main East/North low pitched metal roof section approx. 48,600 SF; and the Rear (Southwest) section approx. 30,000 SF. The 26 skylights to be replaced are evenly spaced across the 2 metal roof sections.

The specifications include use of a fully restorative roof coating, meeting the manufacturer's requirements for preparation and application/installation processes to provide a minimum 10 year manufacturers' warranty.

### FACILITY INSPECTIONS

The Contractor shall complete a thorough, initial inspection prior to submitting their proposal. Visits to inspect the building and roof should be coordinated with the Facilities Manager (FM) via email at [padams@geneva.il.us](mailto:padams@geneva.il.us) with NO LESS THAN 48 HOURS NOTICE. During inspections FM or Designee will inform the Contractor of any restrictions or areas requiring special scheduling. Any visitors are required to follow required to check in & out at the front office.

### SPECIFICATIONS

**PRODUCT(S):** Open specification for a fully restorative roof coating system from a major, reputable roofing product manufacturer. It is understood and expected that (a) different coating product(s) may be required for the metal roof and EPDM roof sections. This should be clarified in the written narrative with the submission.

**INFRARED SCAN:** Include an infrared scan of the front office EPDM membrane roof section to determine areas of moisture penetration and compromised insulation. Scope includes replacing any impacted insulation and necessary corresponding roof surface restoration prior to restorative coating application.

**ALLOWANCE:** Provide allowance of \$10,000 for the potential replacement of any moisture compromised insulation and membrane at the front office EPDM roof section prior to application of the restorative coating.

**WASHING AND PREPARATION:** The existing roof surface is to be cleared of all debris and cleaned and prepared in compliance with the manufacturer's specifications of the product(s) submitted by the vendor.

**APPLICATION:** coat all seams, fasteners, and penetrations with the restorative coating. Apply the restorative coating to the entire roof section following the manufacturer's application specifications. If a second coating is required to obtain the specified warranty, follow the manufacturer's specifications for curing and recoat.

**ATMOSPHERIC CONDITIONS:** Follow the manufacturer's application requirements for minimum day and night time temperatures &/or humidity to allow for proper curing. If conditions will adversely impact the ability of the vendor to complete the installation by the April 30<sup>th</sup> requirement, vendor is required to communicate this with as much notice as possible (no less than 30 days).

## WARRANTY

**MANUFACTURER’S WARRANTY:** MINIMUM 10 year manufacturer’s labor and material warranty. All procedures, supporting documentation, form submissions, coordination, required for the Manufacturer’s warranty to be in effect are the sole responsibility of the vendor.

- An official warranty certificate (or other formal confirmation of acceptance of the installation/roof) from the manufacturer is to be provided to the owner prior to release of final payment. The City will withhold a 20% retention of the total contract amount until the Manufacturers’ Warranty Certificate (or other Formal confirmation of acceptance from the Manufacturer) has been delivered to the City.
- Vendor is required to actively communicate any requirements for ongoing maintenance required to stay in compliance with the terms of the provided manufacturer warranty to the owner WITH THE PROPOSAL so the City may include any ongoing maintenance costs in the evaluation.

**INSTALLATION WARRANTY:** The installer shall provide at least a one-year workmanship warranty for the installation.

## PERFORMANCE EXPECTATIONS AND DELIVERABLES

**SCHEDULE:** The City is seeking for work to be completed by no later than April 30th 2024.

**SECURITY:** Upon entering the premises, Contractors’ personnel must check in with the FM, designee, or public facing site contact and will follow any facility required sign in in procedures. Before departing, sign out at the front office.

**PAYMENTS/INVOICING:** Contractor should invoice for services in a timely fashion after work has been performed, no more than 30 calendar days whenever possible. Invoices are to be submitted to Accounts Payable at: [AP@geneva.il.us](mailto:AP@geneva.il.us). At the conclusion of the project, the City will hold a 20% retention until a Manufacturers’ Warranty certificate or other formal confirmation of the installation having been deemed acceptable by the Manufacturer.

**MSD:** After proposals have been opened and reviewed by the FM, the presumed awarded contractor shall provide current labels and material safety data sheets for all products or materials noted in the proposal’s narrative for the FM to review prior to formal award. **ONLY INCLUDE** products or material data for items noted in the Proposal Form Narrative.

The Contractor shall be responsible for carrying out work according to the terms outlined in the proposal and per manufacturer specifications. The Contractor shall receive the concurrence of the Facilities Manager or designee prior to implementing any subsequent changes to the approved terms.

Throughout the term of this contract, the organization and all Contractor personnel performing work on-site must maintain all applicable licenses, certifications or other formal requirements to be in compliance with applicable business operation or contractor requirements and any Manufacturer required certifications as required for the terms of the Manufacturers’ warranty to be in full effect.

**USE OF CITY FACILITIES:** Any staging space needed on-site and/or use of City utilities (power/water), restrooms, breakroom should be clarified in the proposal’s written narrative. Pricing should reflect any savings to be expected by the City for allowing use of city facilities and/or dumpsters for waste disposal.

**JOB SITE CLEAN-UP:** Contractor is responsible to safely remove and legally dispose of all roof related debris.

**WASTE AND SURPLUS MATERIALS:** Any waste or surplus material generated from the project shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses at the contractor's expense.

**FACILITY OPERATIONS DURING EXECUTION:** The Public Works Department is required to be capable of full operations 24/7. Efforts should be made with execution plans to minimize operational impacts on City Staff to the extent possible.

## **PROTECTION TO PERSONS AND PROPERTY**

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner.

The following provisions shall not limit the generality of the above requirements:

- The Contractor shall so conduct work over the course of the Project as to cause the least possible obstruction of daily operations at the Public Works building.
- While performing work, the Contractor shall provide and maintain protection for the any City Employees or public onsite at the Public Works building property as may be required by applicable statutes, ordinances and regulations or by local conditions.
- The Contractor shall do all things necessary or expedient to properly protect any and all adjacent city property from damage while performing work, and in the event that any such property are damaged in the course of execution of the Project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the execution of the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and full repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.
- Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- **Safety and Health:** The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, State and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- **Uniforms and Protective Clothing:** The contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.

- Vehicles: Vehicles used by the contractor shall be properly licensed, registered and insured to operate in the State of Illinois and Kane County.

**INSURANCE**

The Contractor shall take out and maintain throughout the construction period insurance in the following minimum requirements:

- Workmen's Compensation & Employer's Liability. This insurance shall protect Contractor and the Company against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each employee

- Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The General Liability limits shall be not less than:

Bodily Injury	\$2 Million (each person) \$2 Million (each occurrence)
Property Damage	\$2 Million

- Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the vendor or his agents, employees, or Sub-Contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the Contractual liability assumed by the Contractor, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person) \$2 Million (each occurrence)
Property Damage	\$2 Million (each occurrence) \$3 Million (aggregate)

- Installation Floater. The Contractor shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Contractor and the Owner from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances that may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at

completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Owner.

- Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates.
- Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days' notice of cancellation.

Certificates of insurance shall be filed and approved by the Owner before commencing work or within ten (10) days after the execution of the Contract, whichever date is reached first.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Contractor shall furnish a certificate evidencing compliance with the foregoing requirements.

#### INDEMNIFICATION

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such SubContractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-Contractors.

#### RELEASE OF LIABILITY

Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.