

BID DUE DATE
2:00 PM LOCAL TIME
April 20th, 2022

April 6, 2022
DEMOLITION BID REQUEST

Hanover Park Park District
1919 Walnut Ave.
Hanover Park, Illinois 60133

Bidders may inspect the properties at 10 AM on April 13, 2022.
Contractors this is a not a mandatory pre-bid inspection.

The bidder shall use the following forms and instructions in preparing and submitting a bid for this Hanover Park Park District Solicitation.

A. Project Locations: - *All Locations are within the Village of Hanover Park, DuPage County, Illinois.*

1529 Celebrity Drive
1690 Greenbrook Boulevard
(collectively, the "Project Sites")

B. Environmental Consultant: (Owner's Coordinator)

Mr. Gary Deigan
Deigan & Associates, LLC
28835 N. Herky Dr., Unit 120
Lake Bluff, IL. 60044
847-578-5000 Fax 847-549-3242
email: gdeigan@deiganassociates.com

C. Site Investigation

By submitting a bid, the bidder (alternatively referred to herein as the "Contractor" or the "Demolition Contractor" confirms that it has investigated and satisfied itself as to the conditions affecting the work. These conditions include but are not limited to physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Hanover Park Park District (alternatively referred to herein as the "Owner" or the "Park District") is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the Owner.

D. Regulatory Requirements

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these bid documents exists, the most stringent requirements shall be utilized. Reference **Appendix A** for additional regulatory information.

E. Insurance Requirements

If awarded the contract, the Contractor shall purchase and maintain insurance that will protect it and the Hanover Park Park District from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor shall state its minimum insurance coverage in its bid submittal. Additional indemnification and insurance requirements are included as **Exhibit I**.

F. Offer

Pursuant to the Demolition Bid Request, the undersigned offers to furnish all labor, materials, and services necessary to complete the demolition project of the Owner in strict accordance with all applicable laws and the Contract Documents describing said project for the sum(s) set forth in the Bid offer in the form set forth in **Section P** below.

If the Owner accepts the Contractor's Bid and awards the contract, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement in form and substance as the Demolition Project Agreement included in this Demolition Bid Request with the Owner containing all the terms, conditions, specifications, and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

Illinois Prevailing Wage & Certified Payroll required. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work and/or Repair Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for DuPage County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid

to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the “Certified Payrolls”). A copy of the March 7, 2022, prevailing wage rates for DuPage County, Illinois, attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL’s website: [Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](https://www.idol.state.il.us/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

G. Description of Work

In addition to completion of the Bid form, Contractor shall provide:

- **Insurance information including carrier, policy type, rating, and limits of coverage**

If awarded the contract, the Contractor shall also provide:

- **100% Performance Bond for the Project**
- **100% Payment Bond for the Project**
- **A plan of work and schedule for all removal and disposal activities based upon field verified site conditions and quantities.**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local laws, rules, regulations and ordinances.

H. Non-Collusion Affidavit

By submitting its bid, the bidder says that he/she/they/it has not, nor has any other member, representative, or agent of the firm, limited liability company, corporation or partnership represented by him or it, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and

that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

As required by the Criminal Code, 720 ILCS 5/33E-11, Bidder certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. If awarded the contract, the successful bidder thereby restates and reaffirms the same.

Bidder further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

I. Bid Due Dates & Submittal Location

All Bids shall be received by the Hanover Park Park District Staff on or before 2:00 PM local time on Wednesday, April 20, 2022. Sealed bids shall be clearly marked on the outer envelope with “Hanover Park Park District Demolition Bid” and be addressed to:

**Hanover Park Park District
Attn: Steve Bessette / Demolition Bid
1919 Walnut Avenue
Hanover Park, IL 60133**

J. Project Schedule & Sequence of Work

The project is to be performed/completed in the following sequence/schedule:

All work shall commence after receipt of Notice to Proceed (“NTP”). Work shall be completed by Demolition Contractor no later than 60 days after NTP. Work not completed by these dates will be subject to a stipulated penalty of \$500 per calendar day.

K. Scope of Work

The Demolition Contractor shall complete the following scope of work in accordance with the Contract Documents and applicable, local, state, and federal regulations. Scope of work shall include all areas listed below. The Demolition Contractor, prior to furnishing bids shall determine exact locations and quantities. The Demolition Contractor shall be responsible for actual quantities present at the facility even if not identified on documents provided to the Demolition Contractor. This is a LUMP SUM payment for demolition complete of the structures on both of the Project Sites.

1.A. Demolition

Stabilize the perimeter fence line with erosion control silt fence installed per IDOT standards for road and bridge construction.

- i) Remove and dispose of all structures, concrete floors, concrete foundations, building floor slab, walls, roof, interior equipment, personal property, and other material from the site. Do not remove asphalt entrance roads at 1690 Greenbrook. Do not remove concrete pathway around 1529 Celebrity.
- ii) The north garage at 1690 Greenbrook shall be preserved. The south adjacent playground at 1529 Celebrity shall be preserved. All adult trees shall be preserved.
- iii) Demolition Contractor shall work with Utility-providers to remove all gas meters and electric utility equipment from 1529 Celebrity. Water line at 1529 Celebrity should be diverted to the B-box and water line at 1690 Greenbrook should be taken back to the water main. **See requirements below for submission of alternate pricing to be taken back to watermain for both Project Sites. See additional scope below for Gas and Electric Utility at 1690 Greenbrook.**
- iv) Demolition contractor shall remove the foundational slab at each property. Exposed soil surfaces shall be blanketed and seeded with the Hanover Park Park District's choice of seed.

1.A. Gas and Electric Utility Diversion

This is an ADDITIONAL LUMP SUM payment for properly diverting the gas and electric utility lines at 1690 Greenbrook to the north adjacent garage.

- i) Properly divert gas and electric utility lines currently on the property to the north adjacent garage, in coordination with respective utility companies. The Demolition Contractor is responsible for obtaining all permits associated with utility diversion.

2. Disposal of debris or surplus

- i) The Demolition Contractor shall comply with 35 Ill. Adm. Code 1100.
- ii) Offsite removal of all demolition debris on site, including miscellaneous materials located inside the structures.

- iii) All steel, wood and other building materials on site associated with the building, shall be removed in its entirety.
- iv) All fees associated with the removal and disposal of the demolition debris shall be included in said proposal.
- v) Any hazardous, special, universal wastes generated by demolition shall be managed by Contractor and disposed per Federal, State, local regulations.
- vi) Salvage value of recyclable materials shall become property of the Demolition Contractor.

The Owner will bear all costs associated with the disconnection of water, electricity, and natural gas. The Demolition Contractor shall verify removal/diversion of utilities including electric, water, gas, and other piping prior to demolition.

M. JULIE.

- i) The Demolition Contractor shall comply with the Illinois Underground Utility Facility Damage Prevention Act.

N. Site Protection

- i) The Demolition Contractor shall be responsible for site safety and security. Maintenance of silt fence and temporary perimeter fence/locked gates shall be the responsibility of the Demolition Contractor until completion of job and demobilization. Contractor shall be responsible for damage to fence caused by contractor's actions.
- ii) Any street and sidewalk closures shall be coordinated with the Environmental Consultant/Owner's Coordinator. Demolition Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, streetlights, signage, and neighboring properties caused by Demolition Contractor's, and its subcontractor's, equipment and/or actions.
- iii) Any street closures shall be signed and barricaded in accordance with:
 - (a) Manual of Uniform Traffic Control Devices, and
 - (b) Illinois Department of Transportation Standards - 701801-05 Sidewalk, Corner or Crosswalk Closure.

O. Questions and Clarifications

Written questions will be accepted until 4:00 pm on April 15th, 2022, to gdeigan@deiganassociates.com. Questions will be answered in the form of an addendum issued to all bidders.

P. Bid Offer

<p>The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:</p> <p>LUMP SUM BID</p> <p>TOTAL(written): _____ Dollars (\$ _____)</p> <p><i>One Contract will be issued for Demolition at both addresses identified previously.</i></p>

Gas and Electric Utility Diversion Bid Offer:

<p>The undersigned agrees to perform Gas and Electric Utility Diversion for the Lump Sum Amount of:</p> <p>LUMP SUM BID:</p> <p>TOTAL(written): _____ Dollars (\$ _____)</p>
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Alternate: Removal of Water Utility Line back to Water Main at 1529 Celebrity

<p>The undersigned agrees to perform Removal of Water Utility Line back to Water Main at 1529 Celebrity for the Lump Sum Amount of:</p> <p>LUMP SUM BID:</p> <p>TOTAL(written): _____ Dollars (\$ _____)</p>
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Contractor Bid is irrevocable for a period of 90 days.

Q. Contractor Acknowledgment of Bid Amount

Name of Bidder: _____

Date: _____ Phone: _____

Demolition Company: _____

Address: _____

Signature of Authorized Representative

Enclosures:

Special Provisions
Exhibit I: Hanover Park, Park District Specifications Governing Compliance with
Laws, Indemnification, and Insurance Requirements.
Figure 1A and 1B dated 3/23/2022
Demolition Bid Request Photographs

R. Acknowledgements

The undersigned hereby acknowledges receipt of the following along with the
Demolition Bid Request document.

- a. Special Provisions
- b. Exhibit I: Hanover Park, Park District Specifications Governing
Compliance with Laws, Indemnification, and Insurance Requirements.
- c. Figure 1A and 1B dated 3/23/2022
- d. Demolition Bid Request Photographs
- e. Form of Demolition Contract

APPENDIX A

Applicable Standards and Guidelines Specific Requirements include, but are not limited to:

Title 29 Code of Federal Regulations Section
1910.134 - General Industry Standard for Respiratory Protection.

Title 29 Code of Federal Regulations Section 1926
Construction Industry.

Title 29 Code of Federal Regulations Section 1910.2
Access to Employee Exposure and Medical Records.

Title 29 Code of Federal Regulations Section 1910.1200
Hazard Communication

U.S. Department of Transportation (DOT)
Title 49 Code of Federal Regulations Parts 171 and 172,
Hazardous Substances: Final Rule.

U.S. Occupational Safety and Health Administration (OSHA)
Title 29 Code of Federal Regulations

Hanover Park Park District
DEMOLITION BID REQUEST

Special Provisions

1. **Definitions:** Owner refers to Hanover Park Park District. Environmental Manager (EM) or Owner's Representative refers to Deigan & Associates, LLC as specialized representative of Owner. Contractor refers to the entity that performs work under this Contract.
2. **Illinois Prevailing Wage & Certified Payroll required.** All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for DuPage County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). A copy of the March 7, 2022, prevailing wage rates for DuPage County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County,

Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: [Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](http://www.idol.state.il.us/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

3. **Schedule of Completion, Sequence/Start Dates and Stipulated Penalties**—The Demolition Contractor shall commence after receipt of Notice to Proceed (“NTP”), anticipated _____ Monday, May 2, 2022 _____. Work shall be completed by Demolition Contractor no later than 60 days after NTP, 10 -day IEPA notice and 50 working days. Work not completed by these dates will be subject to a stipulated penalty of \$500 per calendar day. Work completion is defined as Demolition completed, acceptable clearance results, and equipment demobilized.
4. **Contractor Parking** is only allowed on the two Project Sites. Contractor shall not impede traffic in any way on the public Right-of-Way.
5. **Protection of property**—. Contractor work areas shall be limited to the Property Boundary and approved sidewalk closures. Contractor access beyond these work area limits will be subject to EM review and approval. Trees, streetlights, street signs and power pole shall be protected. Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, and neighboring properties caused by Contractor's equipment and/or actions.
6. **Payment and Performance Bond** Prior to commencement of the Project Work, Demolition Contractor shall furnish the owner with a Performance Bond and a Labor and Material Payment Bond (“Payment Bond”) each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Owner, co- signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than “A-” by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (sometimes collectively referred to herein as the “Performance and Payment Bonds”) to guaranty the performance of the Demolition Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, including but not limited to the payment of the above defined Prevailing Wages. The cost of said Performance and Payment Bonds shall be included in the Contract Sum.
7. **Payment.** Payment shall be made in accordance with the requirements and provisions set forth in paragraph 3 of the Demolition Project Agreement included in the Demolition Bid Request.

8. Types and Limits of Insurance.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Hanover Park Park District Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements are located in Exhibit I.

EXHIBIT I

Hanover Park District Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

The successful bidder awarded the Demolition Contract (the “Demolition Contractor”) shall:

1. Comply with All Applicable Laws

The Demolition Contractor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations and the Rehabilitation Act of 1973, as amended.

2. Provide Insurance

A. General

The Demolition Contractor shall procure and maintain for the duration of, and specifically for this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Demolition Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Demolition Contractor's overhead, rates and markups and shall not be compensated on a separate basis. With respect to Contractor's Pollution Liability and/or Errors and Omissions coverage should be maintained for a minimum of five (5) years after completion.

The Demolition Contractor shall, WITHIN 15 DAYS of execution of its Contract and at least 15 days before commencement of any site work, file with the Owner, a certificate of insurance in the form set forth herein, and copies of the policies covering all its insurance as required herein, and the policy or policies of insurance covering said Owner, the Environmental Manager, and their respective officials, officers, managers, members, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving the Owner at least thirty (30) days prior notice thereof in writing. Nothing that is contained in the insurance requirements shall be construed as limiting the extent of the Demolition Contractor's responsibility for payment of damages resulting from its operations under the Contract.

B. **Minimum Scope and Limit of Insurance:**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the Demolition Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Demolition Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

C. **Self-Insured Retentions.**

Self-Insured retentions must be declared to and approved by the Owner. The Owner may require the Demolition Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

D. **Other Insurance Provisions.**

The Commercial General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution and/or Errors and Omissions Policies are to contain, or be endorsed to contain, the following provisions:

1. **The Hanover Park Park District, its officers, officials, employees, and volunteers, and Deigan & Associates, LLC and its managers, members, officers and employees are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Demolition Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Demolition Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. For any claims related to this Demolition Project, **the Demolition Contractor's insurance coverage shall be primary coverage** at least as broad as ISO CG 20 01 04 13 as respects the Hanover Park Park District, its officers, officials, employees, and volunteers, and Deigan & Associates, LLC and its managers, members, officers and employees. Any insurance or self-insurance maintained by the Owner,

its officers, officials, employees, or volunteers, or by the Environmental Consultant, its managers, members, officers or employees, shall be in excess of the Demolition Contractor's insurance and shall not contribute with it.

3. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Hanover Park Park District.
- E. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability Insurance, covering materials to be transported by the Demolition Contractor pursuant to the contract. This coverage may also be provided on the Demolition Contractors Pollution Liability policy.
- D. If Commercial General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***
 3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Demolition Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.
 4. A copy of the claims reporting requirements must be submitted to the Owner for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- F. **Acceptability of Insurers.**
Insurance is to be placed with insurers authorized by the Illinois Department of Insurance to conduct business in Illinois with a current A.M. Best rating of no less than A:VII.
- G. **Verification of Coverage.**
Demolition Contractor shall furnish the Owner with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Owner before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Demolition Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. **Waiver of Subrogation.**

Demolition Contractor hereby grants to Owner a waiver of any right to subrogation which any insurer of said Demolition Contractor may acquire against the Owner, its officers, officials, employees, and volunteers from Demolition Contractor by virtue of the payment of any loss. Demolition Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor the Owner for all work performed by the Demolition Contractor, its employees, agents and subcontractors.

I. **Subcontractors.**

Demolition Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except owner shall only be require subcontractors to carry a minimum of \$1,000,000 CGL coverage per occurrence, and \$1,000,000 aggregate of CGL, and shall not be required to carry Contractors Pollution Liability and/or Asbestos Pollution and/or Errors and Omissions insurance to satisfy the Owner's minimum insurance requirements as respects the Demolition Contractor's subcontractors. The Demolition Contractor, however, may require its subcontractors to carry broader coverage and limits in its subcontracts. Demolition Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

J. **Furnish Affidavits or Certificates**

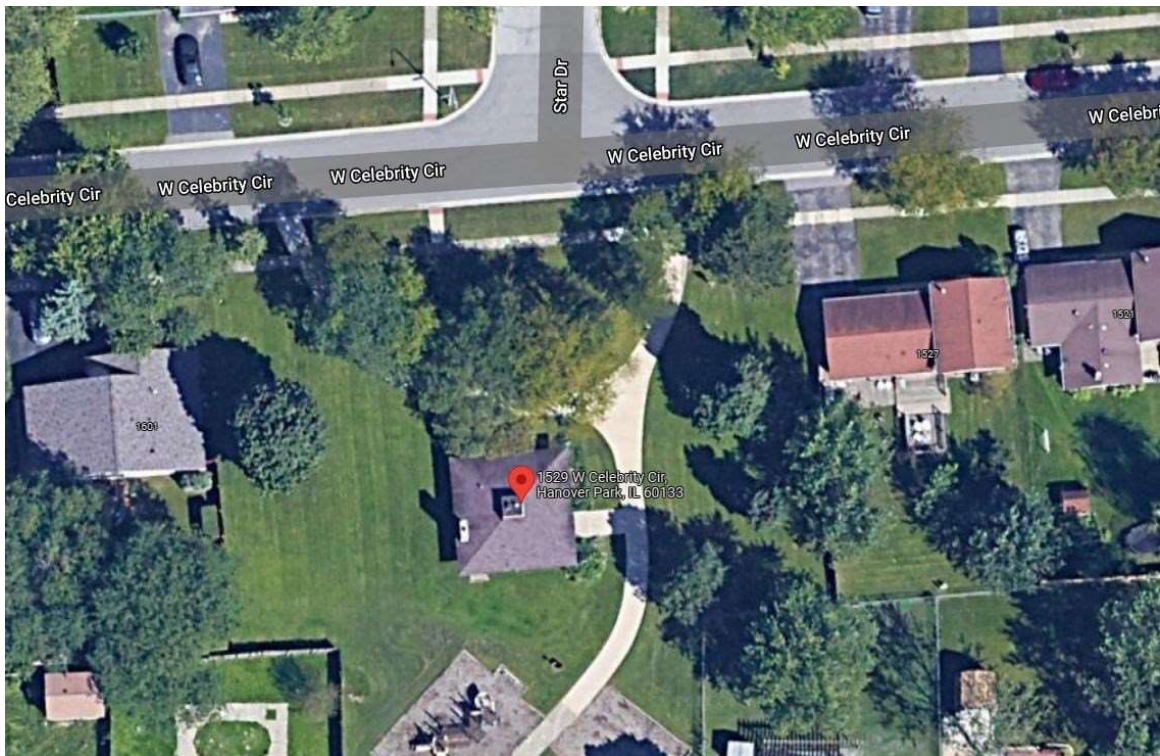
The Demolition Contractor shall furnish any affidavit or certificate in connection with the work covered by this the Agreement as provided by law.

K. **Control of Performing Work**

The Demolition Contractor shall have full control of the ways and means of performing the work referred to above and that the Demolition Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Park District, it being specifically agreed that in respect to the Park District, the Demolition Contractor and any party employed by the Demolition Contractor bears the relationship of an independent contractor.



1529 Celebrity Circle (Hollywood Center) (facing south)



Location of 1529 Celebrity (bird's-eye view)

April 6, 2022

Demolition of 1529 W Celebrity Circle, Hanover Park, IL 60133



North side of building (facing east)



West side of building (facing south)

April 6, 2022

Demolition of 1529 W Celebrity Circle, Hanover Park, IL 60133



South side of building (facing east)



Northeast corner of building and encircling path pictured (facing north)



Southeast corner of building (facing southwest)



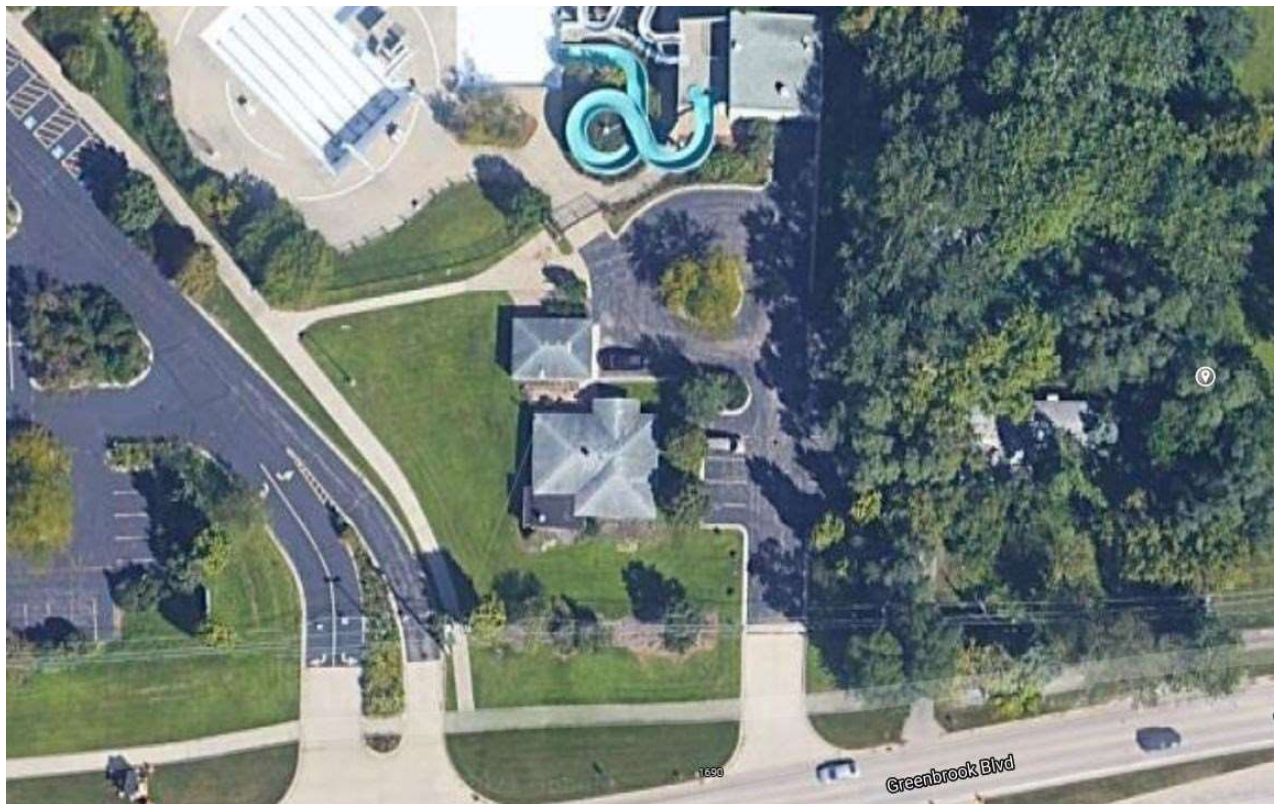
Playground, south adjacent to building (facing south)

April 6, 2022

Demolition of 1690 Greenbrook Blvd, Hanover Park, IL 60133



1690 Greenbrook (facing north)



1690 Greenbrook (bird's-eye view)

April 6, 2022

Demolition of 1690 Greenbrook Blvd, Hanover Park, IL 60133



North side of building and adjacent garage (facing south)



Northeast corner of building (facing southeast)

April 6, 2022

Demolition of 1690 Greenbrook Blvd, Hanover Park, IL 60133



Between the building and adjacent garage (facing southwest)



East side of building (facing west)

April 6, 2022

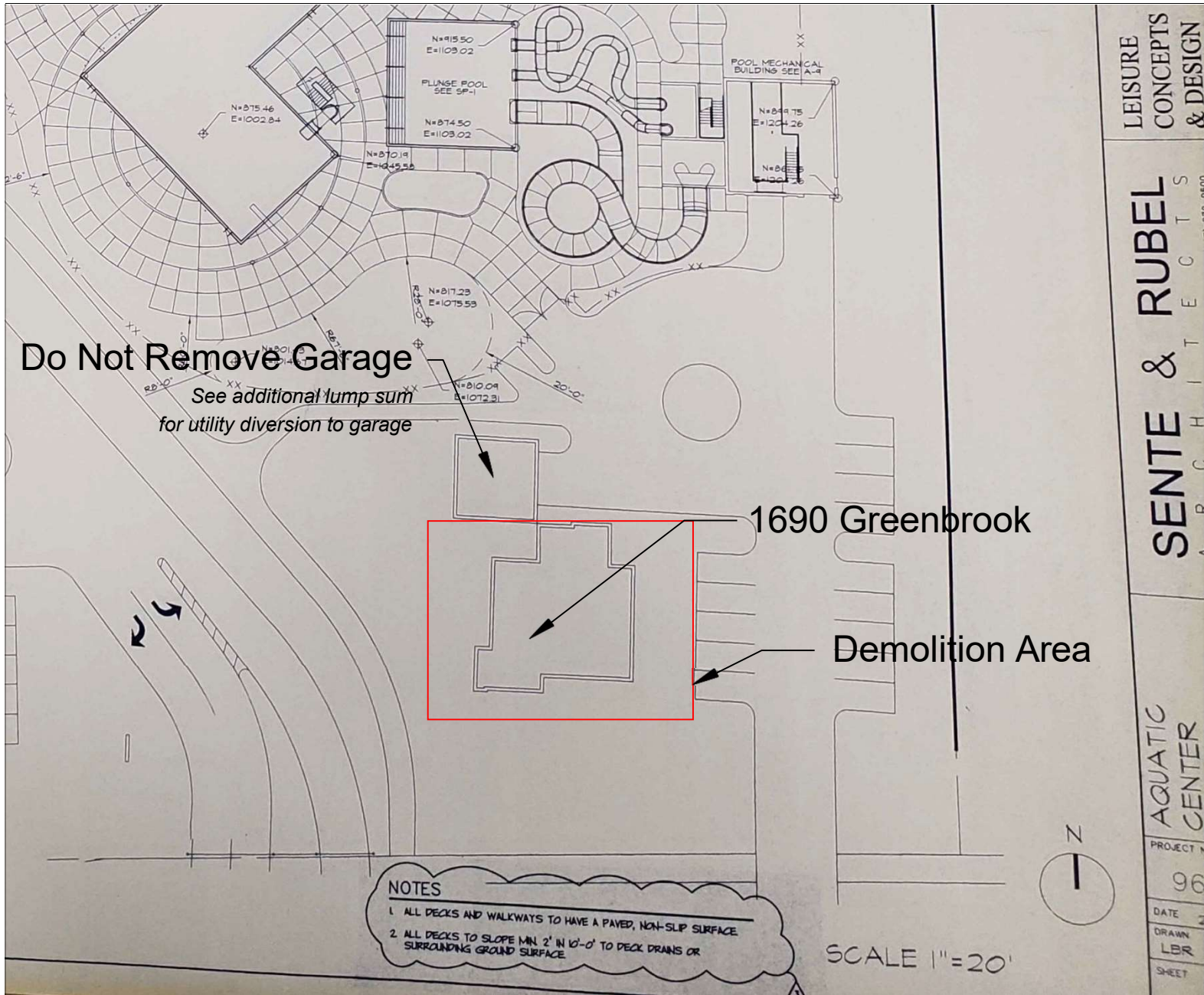
Demolition of 1690 Greenbrook Blvd, Hanover Park, IL 60133



Southeast corner of building (facing west)



Adjacent garage (facing west)



LEISURE
CONCEPTS
& DESIGN

SENTE & RUBEL
ARCHITECTS

AQUATIC
CENTER

PROJECT NO.
96
DATE
DRAWN
LBR
SHEET

NOTES

- 1 ALL DECKS AND WALKWAYS TO HAVE A PAVED, NON-SLIP SURFACE
- 2 ALL DECKS TO SLOPE MIN. 2' IN 10'-0" TO DECK DRAINS OR SURROUNDING GROUND SURFACE

SCALE 1"=20'

Date 3/23/2022	Demolition Area 1690 Greenbrook	 environmental managers/consultants	REVISIONS		
			No.	Date	Description
21-095					
1A	Plans Prepared For: Hanover Parker Park District 1919 Walnut Ave Hanover Park, Illinois 60133	28835 N. Herky Dr. Unit 120 Lake Bluff, IL 60044			
			Approved By: GD	Designed By: CB	Drawn By: CB



Date 3/23/2022		Demolition Area 1529 Celebrity	 28835 N. Herky Dr. Unit 120 Lake Bluff, IL 60044	REVISIONS	
21-095				No.	Date
1B	Plans Prepared For: Hanover Parker Park District 1919 Walnut Ave Hanover Park, Illinois 60133	Approved By: GD	Designed By: CB	Drawn By: CB	

DEMOLITION PROJECT AGREEMENT

This Demolition Project Agreement (the "Agreement") is entered as of _____, 2022, between the Hanover Park Park District, an Illinois park district of Cook and DuPage Counties, Illinois (the "District" or the "Owner") and _____, an Illinois corporation/limited liability company [strike one] (the "Demolition Contractor").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.

A. "Project Work" shall mean the demolition and removal of all structures, foundations, building slab, walls, roof, interior equipment, personal property, roll-off box and box trailer and its contents, parking bollards, and other material from the Project Site in accordance with the Scope of Work defined in the Contract Documents.

B. Demolition Contractor shall procure and furnish the District at the Demolition Contractor's expense the following: (i) all licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work, Performance Bond and the Payment Bond in accordance with paragraph 12 below; (iii) Demolition Contractor shall furnish the Owner with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below; and (iv) Demolition Contractor shall immediately commence the Project Work following receipt of notice to proceed from the Owner.

C. "Project Sites" shall mean the properties commonly known as 1529 Celebrity Drive, Hanover Park, Illinois, and 1690 Greenbrook Boulevard, Hanover Park, Illinois.

D. "Contract Documents" shall mean:

1. The Demolition Bid Request dated April 6, 2022, including:
 - a. Appendix A thereto listing Applicable Standards and Guideline Specific Requirements.
 - b. Special Provisions.
 - c. Exhibit I: Hanover Park Park District Specifications Covering Compliance with Laws, Indemnification and Insurance Requirements.
 - d. Figure 1A and 1B dated 3/23/2022

e. Demolition Bid Request Photographs.

2. Demolition Contractor's Bid Offer

3. This Demolition Project Agreement, the form of which was included in the Demolition Bid Request.

4. Demolition Contractor's Performance and Payment Bonds as defined herein (to be submitted by the Demolition Contractor after award signed by the Demolition Contractor and its surety).

2. Completion Date. Sixty (60) days after the issuance of a Notice to Proceed by the Owner or the Environmental Consultant.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$_____ (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. Upon completion of the Project Work, the Demolition Contractor shall provide a final invoice to the Owner in the amount of the Contract Sum plus any pre-approved change orders. It shall be a condition precedent to the Park District's obligation to make a final payment that the Demolition Contractor shall have submitted, not less than seven (7) days prior to the first day of the month in which the Demolition Contractor is applying for final payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Final Payment Documents":

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Demolition Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, until after final acceptance has been made by the Owner. Payment may be reduced by such additional amounts as the Owner determines for non-conforming work and unsettled claims.

(ii) A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company listing the name and address of each subcontractor that furnishes labor on the Project and for each subcontractor in separate columns, the original amount of each subcontract, the amount of issued change orders, adjusted contract amount, the total completed and stored to date, net amount previously paid, net amount this payment and balance to complete.

- (iii) **Final Waivers of Lien** from the Demolition Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and final waivers of lien from all material suppliers that supplied material in connection with the Project. **Trailing Waivers of Lien will not be accepted.**
- (iv) All of the Demolition Contractor's Final Payment Documents shall be sworn to and notarized.
- (v) It shall also be a condition precedent to any payment hereunder that Demolition Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor ("IDOL") with copies to the Owner covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the IDOL. The Owner will not process or release any payments prior to receiving copies of the Certified Payrolls filed by the Demolition Contractor and its subcontractor with the IDOL relative to each applicable pay application.
- (vii) Payments shall be further contingent upon the consent of the surety that issued the Performance and Payment Bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.
- (vii) Following receipt of the Final Payment Request Documentation and all documents and submittals required under the Contract Documents, and following the Environmental Manager's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Owner shall tender payment to the Demolition Contractor of the Contract Sum plus any approved change orders and less any deductions as provided, subject to the terms and conditions herein.

C. Except as provided in paragraph D of this Section 2, no payments shall be made by the Owner until the Project Work has been substantially completed and in strict compliance with the Contract Documents, and further subject to the requirements of this Section 2.

D. It shall be a condition precedent to any payment required by the Owner hereunder, that the Environmental Manager has certified to the owner that the Project Work is substantially completed and that the Project Work being invoiced is free from any defects and has been substantially completed in accordance with the terms and conditions herein. Provided the Environmental Manager certifies substantial completion, the Owner may deduct from the final payment hereunder, amounts as it reasonably determines for minor incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.

E. Notwithstanding the foregoing, in no event shall the Owner's acceptance of the Project Work, Demolition Contractor's Final Payment Request Documentation and/or any Certification and/or the Owner's payments to the Demolition Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

4. Intentionally Omitted.

5. Non-Discrimination. Demolition Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. Compliance With Law. All goods, equipment, materials, and all labor furnished by Demolition Contractor and Demolition Contractor's Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Architectural Barriers Act, the Illinois Accessibility Codes, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Hanover Park Municipal Code, including but not limited to the Village of Hanover Park Building Codes, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Demolition Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Demolition Contractor shall indemnify, defend and hold harmless the Hanover Park Park District and its elected and appointed officials, officers, employees, and Deigan & Associates, LLC, and its managers, members, officers and employees (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Demolition Contractor, its employees, contractors, subcontractors of any tier, material suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Owner or its Environmental Manager. In the event of any such suit, Demolition Contractor shall at its own expense, appear, defend and pay all charges of

attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Demolition Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Demolition Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Demolition Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Demolition Contractor's breach of any of its obligations under, or Demolition Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. Demolition Contractor shall not assign the whole or any part of this Agreement without the written consent of the Owner. Any such assignment by Demolition Contractor without the Owner's written approval shall be null and void.

9. Taxes. The Owner is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Demolition Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Demolition Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Demolition Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by Demolition Contractor. Demolition Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of the Project Site and the present condition of the Project Site and represents and warrants that the Contract Documents and depictions are adequate, and the required results can be produced under the Contract Documents and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of the Demolition Contractor to fulfill in every detail all of the requirements of this Agreement or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance. The Demolition Contractor shall procure and maintain for the duration of the Project Work insurance of the types and in amounts of not less than the coverage's listed on Exhibit I of the Contract Documents. The cost of such insurance is included in the Contract Sum.

12. Performance Bond, Payment Bond. Prior to commencement of the Project Work, Demolition Contractor shall furnish the Owner with a (1) Performance Bond, and (2) a Labor and Material Payment Bond ("Payment Bond") each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Owner, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (sometimes collectively referred to herein as the "Performance and Payment Bonds") to guaranty the performance of the Demolition Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds shall be included in the Contract Sum.

13. Illinois Prevailing Wage Act

A. All laborers, workers and mechanics employed by Demolition Contractor and/or by any subcontractor(s) performing any Project Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for DuPage County, the county in which the Project Work will be performed. Demolition Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Demolition Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Demolition Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Demolition Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Demolition Contractor and not at the expense of the District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Demolition Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). A copy of the March 7, 2020 prevailing wage rates for DuPage County, Illinois is attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Demolition Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Intentionally Omitted.

15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 18 of this Agreement.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00

p.m. local time Monday through Friday, excluding federal holidays;(b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to the Demolition Contractor:

If to the Owner:

Hanover Park Park District
1919 Walnut Ave
Hanover Park, Illinois, 60133
Attn: Stephen Bessette, Superintendent of Parks and Planning

With a copy to the Environmental Manager:

Deigan & Associates, LLC
28835 North Herky Drive, Unit 120
Lake Bluff, IL, 60044
Attn: Gary Deigan, Principal
Fax: 847-549-3242

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. Demolition Contractor shall repair any damage to the Project Sites, or either of them, and/or any other Owner property attributable to acts

and/or omissions of the Demolition Contractor and/or Demolition Contractor's Agents and/or otherwise attributable to the Project Work.

18. Limitation on the Owner's Liability. The Demolition Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Hanover Park Park District and other Indemnified Parties and agrees not to make any claim or demand for such damages against the District and/or other Indemnified Parties.

19. Hazardous Substances. Demolition Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Site and/or any other property owned, leased or controlled by the Owner (collectively, "Subject Property") by Demolition Contractor and/or Demolition Contractor's Agents (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of Demolition Contractor or Demolition Contractor's Agents in violation of this paragraph, results in contamination of the Subject Property, Demolition Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean- up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Subject Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Demolition Contractor's activities or the activities of any of Demolition Contractor's Agents violate or create a risk of violation of any Environmental Laws, Demolition shall cause such activities to cease immediately upon notice from the Owner. Demolition Contractor shall immediately notify the Owner both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Demolition Contractor's indemnification obligations and duties as stated in this paragraph 19 and as set forth in paragraph 7 hereof and as set forth in Exhibit I of the Contract Documents shall survive the termination and/or expiration of this Contract.

20. Delays in Project Work. The Demolition Contractor's sole remedy for delay shall be an extension of time, and reasonable additional compensation for delay

of any kind that is beyond the Demolition Contractor's control and without fault or neglect of Demolition Contractor.

21. Change Orders.

A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Project Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Environmental Consultant or by Owner's Superintendent of Parks and Planning. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Board of Park Commissioners of the Hanover Park District (the "Park Board") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Executive Director of the District or the Park Board.

B. For any adjustments to the Contract Sum based on other than the unit prices method, the Demolition Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:

- i. Ten percent (10%) of the Project Work by the Demolition Contractor not involving subcontractors.
- ii. Five percent (5%) for Project Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Project Work ordered as described which will be executed by subcontractors of the Demolition Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Demolition Contractor may add five (5%).

22. Relationship of the Parties.

A. It is understood, acknowledged, and agreed by the parties that the relationship of the Demolition Contractor to the Owner arising out of this Agreement shall be that of an independent contractor. Neither Demolition Contractor, nor any employee or agent of Demolition Contractor, is an employee, partner, joint venture, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner. Demolition Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the owner for any purpose. Neither Demolition

Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Demolition Contractor may represent himself to others as an employee of the Owner. Should any person indicate to the Demolition Contractor or any employee or agent of the Owner by written or oral communication, course of dealing or otherwise, that such person believes Demolition Contractor to be an employee or agent of the Owner, Demolition Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Demolition Contractor shall do so in Demolition Contractor's own business.

B. Demolition Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Demolition Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Owner shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Demolition Contractor's rights and responsibilities. The Demolition Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Demolition Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work; and the Demolition Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Owner shall not have any authority to stop the work of the Demolition Contractor or the work of any subcontractor on the Project.

23. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

24. Assumption of Liability. To the fullest extent permitted by law, Demolition Contractor assumes liability for all injury to or death of any person or persons including employees of Demolition Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

25. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Hanover Park Park District, and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

26. Intentionally Omitted.

27. Illinois Human Rights Act. The Demolition Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Demolition Contractor represents and warrants to the Owner as follows:

- (1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under- utilization.
- (2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized
- (3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Demolition Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Demolition Contractor in its efforts to comply with such Acts and Rules and Regulations, the Demolition Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department

for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Demolition Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Demolition Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

28. Intentionally Omitted.

29. Clean Air Act and Federal Water Pollution Control Act. Demolition Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

30. Removal and Disposal. The Demolition Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

31. Work by Trade Unions. If the Project Work is to be performed by trade unions, the Demolition Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Project Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

32. Miscellaneous

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Owner and Demolition Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE FOLLOWS]

Hanover Park Park District

Demolition Contractor:

By: _____
President

By: _____
Printed Name: _____
Title: _____

Attest:

Secretary

Attest:

Printed Name: _____
Title: _____