



VILLAGE OF LAKE IN THE HILLS
REQUEST FOR PROPOSAL

Facility Cleaning Services

Proposal Opening Time and Date: February 9, 2012 at 10:30 am

Is there a Pre-Proposal Meeting? Yes No
Is Attendance at the Meeting Mandatory? Yes No

Date and Time of Meeting: January 31, 2012 at 10:00 am

SUBMISSION REQUIREMENTS:

Prevailing Wage: Yes No

Bond Requirements:

Performance Bond Yes No
Labor & Mat. Payment Bond Yes No
Maintenance Bond Yes No
Bid Deposit/Bid Bond Yes No

Insurance Requirements:

Commercial General Liability Yes No
Worker's Comp/Employers Liability Yes No
Business Auto Liability Yes No
Builder's Risk Insurance Yes No
Owner's Protective Liability Yes No
Professional Liability Yes No
Environmental/Pollution Liability Yes No

PLEASE MARK THE EXTERIOR OF THE RETURN SEALED ENVELOPE WITH:

- 1. Proposal Opening Date and Time / February 9, 2012 at 10:30am
- 2. Title of Job/ Facility Cleaning Services

RETURN BIDS TO:

Village of Lake in the Hills
Attn: Scott Fish
9010 Haligus Road
Lake in the Hills, IL 60156

NOTIFICATIONS:

All Official notifications or questions about this RFP shall be made in writing addressed using the contact information listed above.

SUBMISSIONS BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

This RFP can be downloaded from the Village's website at www.lith.org.

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document shall have the meanings as specified herein.

Bidder: The person, firm, or corporation submitting a bid.

Village: The Village of Lake in the Hills, McHenry County, Illinois, an Illinois municipal corporation.

B. REQUEST FOR PROPOSAL

The Village, acting under its statutory home-rule powers, is seeking proposals for the aforementioned project, product or service. The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Bidder desiring to furnish a bid for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Bidder's own risk.

D. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all bidders notice of all adjustments.

E. PRICING, TAXES, AND FEES

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The specifications shall indicate the appropriate delivery address.

If an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers

compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

F. COMPLIANCE WITH APPLICABLE LAWS

The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

1. **Prevailing Wage Rates:** 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 recordkeeping duties and shall include a guarantee of faithful performance of the Prevailing Wage Act in any performance bonds if required under this contract. A Prevailing Wage Affidavit must be submitted with all payment requests.
2. **Certified Payroll Requirements:** Effective August 10, 2005 General 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 IDOL and IDOT certified payroll forms can be found on the Village web-site at <http://www.lith.org/AppsForms.html>.
3. **Substance Abuse Prevention on Public Works Project Act:** 820 ILCS 265/1 states on prevailing wage projects, employers must have in place and file with the Village a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act. The successful bidder will be required to submit a copy of the program before a contract will be awarded.
4. **Other laws, if applicable, that shall be observed, including, but not limited to:** Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

G. COMPETENCY OF BIDDERS

The opening and reading or posing of bids shall not be construed as acceptance by the Village of the Bidders as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Bidder. Upon request of the Village, the Bidder shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the project required by the specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

H. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink. All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 4.

I. PROPOSAL DELIVERY REQUIREMENTS

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date

and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

J. WITHDRAWAL OF PROPOSALS, DECLINATIONS

The Village Administrator may grant a request of withdrawal if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid proposal for a period of 60 calendar days and such bid will be binding during that time.

K. AWARD OF CONTACT

A contract for the described product or service shall be awarded to the lowest responsive and responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies, and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Bidder.

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to faithfully perform any previous contract with the Village.

L. REFERENCES

The Bidder shall provide at least five references on the form in Appendix 2.

M. INDEPENDENT CONTRACTOR

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

N. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

O. SUBCONTRACTORS

The Bidder shall provide a list of subcontractors that will be doing work on this project on the form in Appendix 3.

P. PROGRESS PAYMENTS

Based upon submitted applications for payment submitted by the Bidder and signed off by the Village, the Village shall make progress payments based on the total contract sum. Each application for payment shall be based upon a schedule of values submitted by the Bidder in accordance with the contract documents. This schedule of values shall allocate the entire contract sum among various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as may be required.

Q. FINAL PAYMENT

Reserved.

R. STANDARD BOND REQUIREMENTS

1. Performance Bond

When marked as required on the cover sheet, the successful bidder shall furnish a performance bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide. The form of the bond is attached to this RFP.

2. Labor & Material Payment Bond

When marked as required on the cover sheet, the successful bidder shall furnish a labor & material payment bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract

award. Such labor & material payment bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide. The form of the bond is attached to this RFP.

3. Maintenance Bond

When required on the cover sheet, a maintenance bond in the amount of 10% of the final cost of all improvements shall be posted with the Village for the purpose of:

1. Guaranteeing and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character and not discernable at the time of final inspection or acceptance by the Village; and
2. Guaranteeing against any damage to such improvements by reason of the settling of ground, base of foundation thereof.

Such maintenance guarantee shall also provide that, if such defects have so developed and have not been corrected by the contractor, then the guarantee may be applied by the Village to correct such defects.

The contractor shall guarantee for one year all work against all defects.

The cost of the maintenance bond shall not be paid for separately, but will be considered incidental to the contract.

4. Bid Bond

When marked as required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check or certified check equal to the amount specified is acceptable in lieu of a bid bond.

Proposal securities shall be released as follows:

1. The successful Bidder's security shall be retained until the required performance bond has been furnished;
2. Proposal securities of the proposing Bidders shall be held until the successful Bidder's performance bond has been furnished, at which time the proposal securities will be promptly returned to the unsuccessful Bidders.

S. INSURANCE and INDEMNIFICATION

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The Village of Lake in the Hills is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Bidder's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

The Bidder's insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Bidder shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Bidder and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

A Bidder shall maintain limits no less than:

1. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - a) General Aggregate: \$2,000,000
 - b) Bodily Injury & Property Damage:
\$1,000,000 per occurrence combined single limit
 - c) Other Coverage's: \$2,000,000 or as otherwise approved or required by owner
Coverage's shall include:
 - Premises Operations
 - Products/Completed Operations (to be maintained for five years following Final Payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability
 - Bodily injury and property damage
 - "X", "C", and "U" exclusions shall be deleted.
 - Blasting exclusions shall be deleted if Work involves blasting.
 - ISO Additional Insured Endorsement CG2010 shall be provided.
2. Workers' Compensation and Employer's Liability
The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
 - a) Workers' Compensation: Statutory limits;
 - b) Employer's Liability with limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 each accident – policy limit
 - \$1,000,000 each disease – policy limit
 - \$1,000,000 disease – each employeeSuch insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement.
3. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.
4. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor, Owner, and Engineer against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler, leakage, flood, hydrostatic pressure, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of all Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses or storage areas, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying or using all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

5. Owner's and Contractor's Protective Liability Insurance. (only on projects with exposure of \$50,000.00 and up) Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000.

The named insureds for this insurance shall be the Village of Lake in the Hills. The Village of Lake in the hills, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's works, including activities performed by or on behalf of the Contractor: products and completed operations of the contractor: premises owned, leased, or used by the Contractor: or automobiles owned, leased, hired, or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded the Village of Lake in the Hills, its officials, agents, employees, and volunteers. The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer.

6. Professional Liability Insurance.

- a) Limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior approval.
- b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- c) Provide a certified copy of actual policy for review.
- d) Required coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - i) Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - ii) Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

7. Environmental Impairment/Pollution Liability Coverage

For pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. Bidder shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Verification of Coverage: The Bidder shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 201 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

Subcontractors. The Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Assumption of Liability: The bidder assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, 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 agreement.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this

paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

T. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS

Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.

Evidence of completed employee safety training can be provided.

U. REGULATORY REQUIREMENTS

Successful bidder must 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 Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

SPECIFICATIONS

General

1. The contract period is for 12 months with the Village having an option to extend for three additional one year periods. Contract period runs from April 1, 2012 to March 31, 2013. The option periods shall run from April 1 to March 31, in each of the next three following years.
2. If at any time the service provided is not satisfactory, the supplier shall rectify the issue within twenty-four hours from notification. The supplier will correct the deficiencies to the satisfaction of the Village's representative. Failure to remedy the situation in a timely manner can be considered default of the contract.
3. The Village reserves the right to cancel the contract with a thirty-day written notice.
4. The Village reserves the right to require the contractor remove any employees the Village may reasonably determine to be unsatisfactory to perform the work as specified.
5. The contractor will make a point of contact available by telephone during regular business hours. The point of contact shall have authority to make decisions binding the contractor as it relates to this proposal. The point of contact must be able to read, speak and be able to communicate in English.
6. The contractor's employees, or any agent of the cleaning company entering any Village facility are required to submit to fingerprinting and background checks, employees will not be permitted to work in the facilities until the background check results are received. **The prospective contractor needs to plan for and understand that the background check results can take from two to six weeks to receive.**

Description of Services

The contractor shall provide all management, tools, equipment, and labor necessary to ensure that facility cleaning services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.

1. GENERAL CLEANING SERVICES

a) **Maintain Floors.** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, and spray buffed, as needed, to ensure they have a uniform appearance and freedom from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.

b) **Remove Trash.** All trash containers shall be emptied and returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors. Recyclable goods, deposited in separate containers, shall be placed in appropriate central collection receptacles at the facility.

c) **Clean Interior Glass/Mirrors.** Clean all interior glass, including glass in doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

d) **Clean Drinking Fountains.** Clean and disinfect all polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

e) **Clean Stairways and Elevators.** All floor surfaces shall be cleaned in accordance with paragraph 1a) as appropriate for floor covering. Grease and grime shall be removed from guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining walls to provide or maintain a clean, uniform appearance.

f) **Vacuum and Spot Clean Carpets.** Vacuum all carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Public Works Department. Area and throw rugs are included to receive this service. Spot clean or shampoo dirty carpets over an area of 2 square feet or less. Spots must be removed immediately.

g) **Vacuum and Clean Floor Mats.** Vacuum and clean interior and exterior floor mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

h) **General Spot Cleaning.** Perform spot cleaning on a continual basis. Spot cleaning includes, but is not

limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

i) General Dusting. All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

2. OTHER CLEANING SERVICES

Areas Affected: Holding Cells, Booking Room, Restrooms, Break rooms and Lunchrooms.

a) Clean and Disinfect. Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, plumbing fixtures, partitions, dispensers, doors, walls, all tables, sinks, counters, microwaves and hard surfaces to include the exteriors of refrigerators and stoves, any surface where food comes into contact with will be cleaned using a germicidal detergent. At least monthly the walls in the holding cells will be washed down with a germicidal detergent. After cleaning, surfaces will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

b) Descal Shower, Toilet Bowls and Urinals. Descaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

c) Sweep and Mop Floor. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust, and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary, to maintain sanitary conditions and a clean, uniform appearance.

d) Stock Restroom Supplies. Contractor shall ensure restrooms are stocked sufficiently so that supplies, including soap for the soap dispensers, do not run out. Supplies shall be stored in designated areas. No overstocking shall be allowed.

3. PERIODIC CLEANING SERVICES

a) Strip, Scrub, Seal, and Wax Floors. Strip, scrub, seal, and wax vinyl composite tile floors as directed to maintain a uniform glossy appearance. The contractor will move any furniture or obstacles prior to the application process. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration. No wax is to be applied in a sloppy fashion as to be deposited on any baseboards or any surface not intended to have wax on. The vendor will be responsible to remove any stains or repair any damage of said surfaces if necessary.

b) Clean Interior Windows. Clean glass surfaces that are over seven (7) feet high. After surfaces have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

c) Clean Exterior Windows. Windows are the glass surfaces that are an integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced, as needed. After window has been cleaned, exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, water, and other foreign matter.

d) Clean/Shampoo Carpets, Interior and Exterior Mats. All carpets/ mats shall be cleaned in accordance with standard commercial practices. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath, and returned to their original location.

e) High Dusting. All surfaces over seven (7) feet above the floor must be dusted or cleaned to eliminate dust collection. Any dust displaced by dusting and visible on surfaces below the seven foot level shall also be removed. This work also includes cleaning light fixtures, reflectors, and lenses to remove dead insects and dust build-up.

4. EMERGENCY OR SPECIAL EVENT CLEANING SERVICES

Upon notification from Public Works, the contractor shall perform emergency or special event cleaning required in any building, area, or room covered under this contract. Contractor shall begin emergency work within eight (8) hours of notification, which may be verbal. Public Works will notify the contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event.

5. MATERIALS FURNISHED BY THE VILLAGE

The Village will only supply materials to restock bathrooms. The materials provided include toilet paper, paper hand towels, liquid soap, plastic garbage bags, urinal trays and cakes.

6. FREQUENCY OF SERVICES

- a) Village Hall, Upper Level 600 Harvest Gate Road
 - i) General Cleaning Services Upper: provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii) Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.
 - iii) Periodic Cleaning Services
 - a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b). Clean Interior and Exterior Windows: Twice per year.
 - c). Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d). High Dusting: Twice per year.

- b) Village Hall Lower Level 600 Harvest Gate Road
 - i). General Cleaning Services Lower: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday, Friday, and Saturday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.
 - iii). Periodic Cleaning Services

- a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b). Clean Interior and Exterior Windows: Twice per year.
 - c). Clean / Shampoo Carpets and Entry Mats: Four times per year.
 - d). High Dusting: Twice per year.
- c) Police Department, 1115 Crystal Lake Road
- i). General Cleaning Services: Provided between the hours of 4:00 PM and 5:00 PM for the four administrative offices, upper level on Monday, Wednesday, and Friday. These specific offices must be cleaned during this time frame on each of the respective days for General Cleaning Services.
 - ii). All remaining General Cleaning Services: Provided between the hours of 4:00 PM and 11:00 PM on Monday, Wednesday, and Friday.
 - iii). Other Cleaning Services provided between the hours of 4:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.
 - iv). Periodic Cleaning Services
 - a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b). Clean Interior and Exterior Windows: Twice per year.
 - c). Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d). High Dusting: Twice per year.
- d) Public Works Facility, 9010 Haligus Road
- i) General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii) Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday, and Friday.
 - iii) Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Four times a year.
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d) High Dusting: Twice per year.
- e) LaBahn / Hain House, 149 Hilltop Drive
- i) General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii) Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - iii) Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: N/A.
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean / Shampoo Carpets: N/A.
 - d) High Dusting: Twice per year.
- f) Indian Trail Beach, 226 Indian Trail
- i) General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii) Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.

- iii) Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Once per year
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean Entry Mats: Twice per year.
 - d) High Dusting: Twice per year.

- g) Safety Education Center, 1111 Crystal Lake Road
 - i).General Cleaning Services: Provided between the hours of 5:00 P.M. and 11:00 P.M on Monday.
 - ii).Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday.
 - iii).Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d) High Dusting: Twice per year.

- h) Airport Office, 8407 Pyott Road
 - i).General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM. on Wednesday twice per month. Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Wednesday twice per month.
 - ii).Periodic Cleaning Services
 - iii). a). Strip, Scrub, Seal, and Wax Floors: Twice per year.
 - b). Clean Interior and Exterior Windows: N/A.
 - c) Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d). High Dusting: N/A.

- i) Preschool, 2 E. Oak Street
 - i)General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii) Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.
 - iii) Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Once per year
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean Entry Mats: Twice per year.
 - d) High Dusting: Twice per year.

APPENDIX 1
SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
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APPENDIX 2
REFERENCE SCHEDULE

1. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

2. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

3. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

4. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

5. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

APPENDIX 4

**VILLAGE OF LAKE IN THE HILLS
 BID CERTIFICATION FORM**

CONTRACTOR’S NAME: _____

ADDRESS: _____

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

	Basic Period (2012- 13)		First Option Period (2013 -14)		Second Option Period (2014 - 15)		Third Option Period (2015 - 16)	
	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost
Village Hall Upper Level								
General Services								
Other Cleaning Services								
Periodic Services								
Village Hall Lower Level								
General Services								
Other Cleaning Services								
Periodic Services								
Police Department								
General Services								
Other Cleaning Services								
Periodic Services								
Public Works								
General Services								
Other Cleaning Services								
Periodic Services								

LaBahn / Hain House								
General Services								
Other Cleaning Services								
Periodic Services								
Indian Trail Beach								
General Services								
Other Cleaning Services								
Periodic Services								

Safety Town								
General Services								
Other Cleaning Services								
Periodic Services								
Airport								
General Services								
Other Cleaning Services								
Periodic Services								
Preschool 2 E. Oak St								
General Services								
Other Cleaning Services								
Periodic Services								
Total								
Emergency or Special Event (\$ per man-hour)								

Total Contract Price:

YEAR	TOTAL COST PER YEAR
2012 / 2013	\$
2013 / 2014	\$
2014 / 2015	\$
2015 / 2016	\$

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 45 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or

communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village’s interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as “Delivered and Installed” are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said **Facility Cleaning Services**, [he/she] will completely perform the contract in strict accordance with its terms and conditions.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said **Facility Cleaning Services**, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers’ Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at _____ this _____ day of _____, 20_____.

By: _____
(signature)

Its: _____
Title

_____ being duly sworn, deposes and states that he/she is the _____

_____ of _____ and that the statement above is

true and correct. Subscribed and sworn before me this _____ day of _____, 20_____

(NOTARY STAMP)

Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: that _____
(Full name and address)

as Principal, hereinafter called Contractor, and _____
(Full name and address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Lake in the Hills, 600 Harvest Gate Road,

Lake in the Hills, Illinois, 60156 as Obligee, hereinafter called Owner in the amount of _____

Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20__ entered into a contract with Owner for
_____) in accordance with Drawings and Specifications prepared by _____ which contract is

by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by owner to be in default under the Contract, The Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion

arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Labor and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, 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. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.