

BID NOTICE

The Palos Fire Protection District will be accepting sealed bids for re-epoxying the concrete in the apparatus bay floor at Fire Station One at 8815 W. 123rd St., Palos Park, IL 60464. Bids will be accepted at the Palos Fire Protection District Station One at 8815 W. 123rd Street, Palos Park, IL 60464, until August 15th, 2026, at 4:00 p.m. The bids shall be opened and read aloud at the August 18th, 2026, Board of Trustees meeting. No late bids will be accepted.

The contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

Specifications may be obtained at the Palos Fire Protection District, weekdays, between 8:30 a.m. and 4:00 p.m. Questions may be directed to Fire Chief Michael Gabriele at paloschief@palosfire.org or at 708-448-0369 x.7. The Palos Fire Protection District reserves the right to reject any or all bids, waive formalities or technicalities, and to accept any bid that is deemed to be in the best interest of the Palos Fire Protection District as provided by law.

SEALED BID INSTRUCTIONS FOR **Fire Station One Epoxy Flooring**

BASIS OF AWARD

The contractor shall furnish the Palos Fire Protection District with all labor, equipment, and materials necessary to complete the epoxy flooring installation of the apparatus bay floor at Station One.

Each interested bidder must submit a sealed bid by August 15th, 2026, by 4:00 p.m. Bids submitted after that date will not be considered. In addition, all submissions shall:

- Be in a sealed envelope.
- Be properly labeled with the words “SEALED BID”, the company name, titled “Station 1 Epoxy Flooring,” and the date of bid opening on the envelope exterior. The Palos Fire Protection District is not responsible for the premature opening of bid envelopes that are not properly marked. Any bids that are opened before the scheduled bid opening because of a failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and not considered.
- Include a duplicate copy of the contract and bid proposal.
- Ensure that all signatures are notarized (Bid Proposal and Contract).

The Bidder, by signing the Bid Form and providing the documents above, acknowledges, understands, and abides by all of the conditions listed in this bid packet.

TIMELY SUBMISSIONS

The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time will not be considered unless evidence is presented, acceptable to the Palos Fire Protection District, that it was in possession of the bid prior to the bid opening date and the bid was misplaced while in possession of the Palos Fire Protection District. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the bidder unopened, if at all possible. In many instances, it is impossible to determine who the bid is from unless it is opened. Should this be the case, the bid will be opened, the address secured, and returned immediately.

WITHDRAWAL OF BIDS

Bidders may not withdraw their Bid after the Bid opening without the approval of the Fire Chief. Requests to withdraw a Bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw their Bid by written request, provided that the request is received prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received prior to the bid due date. No Bid will be opened that is received after the time that it's scheduled for the Bids to be received.

BIDDER INVESTIGATION

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Palos Fire Protection District upon which the Contractor will rely. If the Contractor receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its

obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the District accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor of additional compensation. The District encourages any interested bidder to examine the worksite. Appointments to view the site may be made by contacting Fire Chief Michael Gabriele at paloschief@palosfire.org or 708-448-0369 ext. 7.

ERRORS AND OMISSIONS

All bidders are requested to notify the Palos Fire Protection District immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Palos Fire Protection District will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by the Bidder on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect. Mere computational errors on the Bid Form may be corrected by the Palos Fire Protection District.

CANCELLATION

The District reserves the right to cancel the whole or any part of the contract if the Contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the District, fires, or floods.

AWARD OF CONTRACT

The intent of the District is to award a contract to one (1) contractor. Each bid shall be evaluated separately and with its own merits. The District reserves the right to reject any and all bids, as may be deemed in the best interest of the District.

QUALIFICATIONS OF BIDDERS

The Palos Fire Protection District may take action deemed necessary to investigate the qualifications of each bidder. The Palos Fire Protection District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained. Potential bidders must demonstrate successful completion of projects of similar scope and magnitude. Bidders must also demonstrate that they have sufficient resources (i.e., capital, laborers, sub-contractors, etc.) to accomplish all the tasks necessary to complete the project by the specified completion date.

TAX EXEMPTION

The Palos Fire Protection District is not subject to federal excise tax or Illinois retailer's occupation tax. Palos Fire Protection District's Tax Exemption number is E99979136

EXECUTION OF AGREEMENT

The selected contractor will, within a minimum of ten (10) working days of being awarded the contract, begin the provision of services and shall provide the following documentation to the District before the Contractor is allowed to work for the District:

1. An insurance certificate as specified by the contract.
2. A statement on Company letterhead that the Contractor is not, to the best of its knowledge, providing any services to the District through the use of undocumented aliens.
3. An executed agreement as provided by the District which will be provided to the Contractor following the award.

PREVAILING WAGES

The District requires all Contractors bidding on District projects to be governed by the Illinois Prevailing Wage Act as defined in Section 2 of the Prevailing Wage Act (820ILCS130/2). The prevailing wage information is located at:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

CONTRACTORS LICENSE

Contractors performing work in the Palos Fire Protection District must be **licensed, bonded, and insured** with the applicable regulatory agency before commencing work on this project. All responsibility for licensing, bonding, and insuring rests solely with the Contractor.

REFERENCES

Sufficient references from all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. The listing must include the company name, contact person, telephone number, and date completed.

PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses that may be required to complete the contract.

COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the Palos Fire Protection District and all its officers, agents, employees, and servants against any requirement, claim, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. All Bidders must supply a certificate of eligibility to enter into public contracts.

GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the District, and the Bidder shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the District, may be necessary to insure the delivery of the work to the District in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically

agreed that the Bidder, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipeline and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the performance of the work and upon completion of such work by them done. Said owners may render bills to the Bidder for the cost and expenses thereof, which bills shall be paid promptly by the Bidder without extra compensation therefor from the District, upon demand by said owners, or upon demand made by the District upon the Bidder for the payment thereof.

AWARD SELECTION

Bids will be awarded to the lowest responsible bidder complying with the Conditions and Specifications presented herein. Although price is a major consideration in the award of bids, **the Palos Fire Protection District does not award on price alone. The District also considers the quality of product, as judged by the District, in terms of delivery, serviceability, and any and all other factors permitted by law.** If specified on the bid form, awards will be based upon the submitted unit prices. The District reserves the right to award the Contract to one bidder for the entire project or to any series of bidders for an appropriate portion of the project. The District also reserves the right to determine whether the selection, in its judgment, meets the needs or purposes intended; to increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted; and to waive any formality or technicality. Such decisions shall be final and not subject to recourse.

INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Palos Fire Protection District named as additional insured on a primary and non-contributory basis. This primary, non-contributory, additional insured coverage shall be confirmed through applicable policy endorsements. The following policy requirements shall also be enforced:

- A. Owner's and Contractor's Protective Liability (OCP) policy with the Palos Fire Protection District as insured
- B. Insurance Service Office Business Auto Liability coverage form CA 0001, Symbol 01 "Any Auto"
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance
- D. Builder Risk Property Coverage with member as loss payee
- E. 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 worksite. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on, or migrating beyond the site and provide coverage for incidents occurring during transportation of pollutants.

MINIMUM LIMITS OF INSURANCE

The contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence of bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. The Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract-specific aggregate of \$1,000,000.
- B. Owner's and Contractor's Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employer's Liability limits of \$500,000 per accident.
- E. Builders' Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Palos Fire Protection District. At the option of the Palos Fire Protection District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or to be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, 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 to the member, its officials, agents, employees, and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory with respect to the member, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the member, officials, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
3. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made, or a suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Contractor shall be required to name the Palos Fire Protection District, its officials, employees, agents, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claim-made general liability policies will not be accepted.
7. The Contractor and all Subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Palos Fire Protection District. This specifically includes any limitations imposed by state statute, regulation, or case law, including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable in contribution.
8. Additional insured:
 - Palos Fire Chief Michael Gabriele
 - Palos Fire Board of Trustees

BID BOND

Each proposal shall be accompanied by a properly certified check, bank draft, cashier’s check, or bid bond payable to the Palos Fire Protection District for not less than ten (10%) percent of the total bid amount. The Bid Bonds will be returned promptly upon the approved execution of the Contract by the District and the Contractor’s delivery of the Contract Bonds to the District.

PERFORMANCE AND PAYMENT BOND

If the Contract Price is greater than \$50,000, Bidder shall deposit with the Palos Fire Protection District, before commencing any work, an AIA A312-2010 Performance Bond and Payment Bond for the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of work for a period of one (1) year after final payment. The cost of each bond shall be included in the contract price set forth above. The surety must be approved by Palos Fire Protection District and be licensed to conduct business in the State of Illinois and be named in the current list of “Surety Companies Acceptable on Federal Bonds,” as published in the Federal Register by the Audit Staff, Bureau of Accounts, U.S. Treasury. The Bidder and all subcontractors shall name the Palos Fire Protection District as an obligation on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq., and any future amendments thereto. Bidder shall include in its Performance Bond and Payment Bond such language that will guarantee the faithful performance of the Prevailing Wage Act.

All labor provided under this bid and any contract arising therefrom is guaranteed against any defect due to faulty workmanship for a period of one (1) year after the performance of the labor in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder. The bidder must provide the Palos Fire Protection District with two (2) copies of any manufacturer’s warranty or guarantee information. If necessary, the Bidder will assign all manufacturers’ warranties to the Palos Fire Protection District.

COMPLETION OF PROJECT

The project must be completed by October 1st, 2026

CONTACT INFORMATION

All questions concerning this proposal shall be directed to Fire Chief Michael Gabriele at 708-448-0369 x.7, or paloschief@palosfire.org

SCOPE OF WORK

1. Project Overview

Palos Fire Protection District is seeking proposals from qualified contractors to provide labor, materials, and equipment necessary to install an epoxy flooring system at the facility located at:

Project Location:

8815 W. 123rd St. Palos Park, IL 60464

The intent of this project is to install a durable, slip-resistant, high-performance epoxy flooring system designed for heavy traffic, chemical resistance, and long-term durability.

2. Project Scope of Work

The contractor shall provide all labor, materials, tools, equipment, and supervision required to complete the epoxy flooring installation, including, but not limited to:

Surface Preparation

- Mechanical grinding or shot blasting of existing concrete surface
- Removal of contaminants, coatings, grease, or debris
- Crack and joint repair where necessary
- Moisture testing of concrete substrate

Epoxy Flooring Installation

- Application of epoxy primer
- Application of base coat
- Optional broadcast of aggregate or decorative flakes (if specified)
- Application of topcoat or clear protective coat
- Installation of slip-resistant additives where required

3. Performance Requirements

The installed flooring system must:

- Be resistant to chemicals, oil, and fuel
- Provide slip resistance for safety
- Be easy to clean and maintain
- Meet manufacturer specifications for thickness and curing time

4. Project Area

Approximate flooring area:

- Total Square Footage:
- Existing Surface: **Epoxy**
- Areas Included:
 - Engine/Ambulance Bay- 2,210 sqft
 - Two Hallways- 143 sqft
 - Total – 2,353 sqft

Contractor is responsible for verifying all field dimensions.

1. Workmanship, Materials, and Equipment

The entire work described here shall be completed in accordance with the technical specifications to the full intent and meaning of the same. The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work site any unfit person or anyone not skilled in the work assigned to him. The Contractor shall be responsible for restoring any damages done outside the work area.

2. Property Access

The Contractor shall take all proper precautions to protect from injury or unnecessary interference and provide proper means of access to property when the property owner demands the same, where the existing access is cut off by the Contractor. The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

Access for emergency vehicle(s) to enter and leave the garage area shall not be obstructed.

3. Inspection of Work

The District shall provide sufficient competent personnel for the inspection of the work. Fire District Personnel shall at all times have access to the work in progress.

4. Cleaning Up

The Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work, will remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and Machinery, and surplus materials, and will leave the site clean and ready for occupancy by the Owner. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

CONTRACT FOR RE-EPOXYING THE APPARATUS BAY FLOOR AT STATION 1

THIS CONTRACT is made this _____ day of _____, 2026, between the Palos Fire Protection District, Cook County, Illinois (“District”) and, _____, _____, County, Illinois. (“Contractor”).

THE WORK

The Contractor shall perform the following work (“Work”) in a good workmanlike manner in accordance with the terms and conditions contained in this Contract the Bid Documents (“Bid Documents”) and Specifications (“Specifications”) which are attached hereto and made a part hereof as **Exhibit A.1 through A.2** (“Project”). This Contract and its Exhibits constitute the entire understanding of the Contractor and the District with respect to the Work. To the extent any provisions of the Exhibits conflict with this Contract, the provisions that are most beneficial to the District shall control.

CONTRACT SUM

The District shall pay the Contractor for the performance of the Work the contract sum of _____ **dollars and _____ cents** (“Contract Sum”). No change in the Work shall be a basis for an addition to the Contract Sum or time of performance unless authorized by the District by change order. The District reserves the right to reduce retainage prior to substantial completion. The District shall pay the balance of the Contract Sum within Thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the District. Notwithstanding the foregoing, the District may avail itself of any longer timelines applicable to a payment as available under the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*, the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

CHANGE ORDERS

Change orders must be approved by an authorized representative of the District. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in either the cost of the contract by \$10,000 or more, or the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of the District or a specific designee thereof pursuant to the written determination of the District that:

1. The circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or
2. The change is germane to the original Contract as signed; or
3. The change order is in the best interest of the District and is authorized by law.

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall begin on a mutually agreed-upon date and shall be completed no later than October 1, 2026 ("Completion Date"). The Contractor agrees that time is of the essence of this Contract. The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever in ensuring timely completion

INSURANCE REQUIREMENTS

The 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.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Palos Fire Protection District named as additional insured on a primary and non-contributory basis. This primary, non-contributory, additional insured coverage shall be confirmed through applicable policy endorsements. The following policy requirements shall also be enforced:

- A. Owner's and Contractor's Protective Liability (OCP) policy with the Palos Fire Protection District as insured
- B. Insurance Service Office Business Auto Liability coverage form CA 0001, Symbol 01 "Any Auto"
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance
- D. Builder Risk Property Coverage with member as loss payee
- E. 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 migrating beyond the site and also provide coverage for incidents occurring during transportation of pollutants.

MINIMUM LIMITS OF INSURANCE

The contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence of bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owner's and Contractor's Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employer's Liability limits of \$500,000 per accident.
- E. Builders' Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Palos Fire Protection District. At the option of the Palos Fire Protection District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or to be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, 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 to the member, its officials, agents, employees, and volunteers.
 - 2. The Contractor's insurance coverage shall be primary and non-contributory with respect to the member, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the member, officials, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
 - 3. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents, and volunteers.
 - 4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
 - 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the Palos Fire Protection District, its officials, employees, agents, and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claim-made general liability policies will not be accepted.
7. The Contractor and all Subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Palos Fire Protection District. This specifically includes any limitations imposed by state statute, regulation, or case law, including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents, and volunteers for losses arising from work performed by the Contractor for the District.

C. Professional Liability

1. Professional liability insurance with limits of 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 exceeding \$50,000 with prior written approval.
2. 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 canceled, 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.
3. Provide a certified copy of the actual policy for review.
4. 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:
 - a. Preparing, approving, or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the Palos Fire Protection District expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

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.

VERIFICATION OF COVERAGE

The contractor shall furnish the Palos Fire Protection District with certificates of insurance naming the Palos Fire Protection District, its officials, employees, agents, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Palos Fire Protection District before any work commences. The Palos Fire Protection District reserves the right to request fully certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

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

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons, including employees of the contractor, any subcontractor, 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.

INDEMNIFICATION/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Palos Fire Protection District, its officials, employees, and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents, and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Palos Fire Protection District, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Palos Fire Protection District, its officials, employees, and agents as herein provided.

COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances, rules, regulations, and codes, including but not limited to the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.* The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract award shall contain specific language requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers, and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the District verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations attached hereto as

ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the District, which consent may be withheld at the District's sole discretion. All Contractors' subcontracts shall be in writing and shall be assignable by the Contractor to the District.

BOND

Pursuant to the *Public Construction Bond Act*, 30 ILCS 550, prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum, conditioned for the completion of the Contract, for the payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise. Pursuant to the *Prevailing Wage Act*, 820 ILCS 130/4, the required bond shall include provisions that will guarantee the faithful performance of the prevailing wage requirement of this Contract and Illinois law. With permission of the District, and when State and Federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit for contracts under \$100,000, in lieu of the aforesaid bond.

DISTRICT SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Contract or its Exhibits, the District shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress pay of any amount.

WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the District that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Contract or its Exhibits, and that the Work will be performed in a workmanlike manner and be free from faults and defects

and in conformance with this Contract and its Exhibits. The warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and advises the Construction Manager and Contractor of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

BID RIGGING AND ROTATING CERTIFICATION

As required by the *Criminal Code*, 720 ILCS 5/33E-11, by executing this Contract, Contractor 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*.

AUTHORITY TO EXECUTE

Each of the parties executing this Contract represents and warrants that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

GOVERNING LAW

This Contract shall be governed by the laws of the State of Illinois.

SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract, which may be given effect without the invalid provision.

THIS CONTRACT is entered into as of this ____ day of _____ 2026 first written above.

DISTRICT:

**PALOS FIRE PROTECTION
DISTRICT,
COOK COUNTY, ILLINOIS**

BY: _____

ITS: Fire Chief

CONTRACTOR:

BY: _____

ITS: _____

EXHIBIT A.1
RE-EPOXYING THE APPARATUS BAY FLOOR AT STATION 1

Date: _____

Name of Bidder: _____

Telephone #: _____

Address: _____

Signature: _____

Title: _____

(Note: Bidders should not add any conditions or qualifying statements to this bid since, under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).

TOTAL BID

In the amount of:

\$

(In Writing)

Subscribed and sworn before me this _____ day of _____, 2026.

My Commission Expires:

Notary Public

(If an Individual)

Business Name _____

Address _____

By _____ (Seal)

Bidder

(If a co-partnership)

(Seal)

Firm Name _____

Signed By _____ (Seal)

Business Address _____

(Insert Names and
Addresses of all
Partners of the
Firm)

(If a Corporation)

Corporate Name

Signed By

President

Business Address

(Corporate Seal)
(Insert Names of
Officers)

President

Secretary

Treasurer

Attest:

Secretary

EXHIBIT A.2

RE-EPOXYING THE APPARATUS BAY FLOOR AT STATION 1 GENERAL PROVISIONS

The contractor shall furnish all labor, materials, and equipment necessary to undertake and complete the Palos Fire Protection District Fire Station 1 Epoxy Floor Installation Project.

REGULATORY REQUIREMENTS

Successful bidders 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 laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are the 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, 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 the bidder if required by the District.

PREVAILING WAGES

The project 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:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to* all wage, notice, and record-keeping duties.

CONTRACTOR'S LICENSE

Contractors performing work in the Palos Fire Protection District must be **licensed, bonded, and insured** with the applicable regulatory agency before commencing work on this project. All responsibility for licensing, bonding, and insuring rests solely with the Contractor.

CONSTRUCTION HOURS

Construction hours are limited to Monday through Friday 7:00 a.m. to 6:00 p.m. and Saturday 7:00 a.m. to 4:00 p.m.

WARRANTY

The contractor shall warrant work performed under this contract for the length of 1 year on workmanship and the manufacturer's warranty provided by the supplier.

ADDITIONAL WORK

Prior to the Contractor commencing additional work, the District must approve any supplementary charges and authorize the work.

EXHIBIT B
ILLINOIS HUMAN RIGHTS ACT REGULATIONS

The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulations promulgated thereunder. The following provisions are included in this contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and the Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) 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 underutilized.

C. 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, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. 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 a labor organization or representative of the Contractor's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, 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.

F. That will permit access to all relevant books, records, accounts, and works sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with the 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 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.