

**PROJECT DOCUMENTS**  
FOR  
Water Treatment Plant  
**Chemical Room Re-Coating**



October 2024

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ADVERTISEMENT

The City of Geneva (City) is seeking a qualified proposals for re-coating all currently coated surfaces in the approximately 3000 SF Chemical Room at the City of Geneva’s Water Treatment Plant, located at 4000 W Keslinger Rd, in Geneva, IL.

Proposals to be submitted in **duplicate**, in a sealed envelope with the words "Chemical Room Re-Coating” clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 a.m. on Monday, October 21st, 2024** at the office of the City Administrator located at 22 South First Street, Geneva, IL 60134; immediately following, they will be publicly opened and read aloud in the City’s Council Chambers. To attend the public opening, please use the public entrance on the James Street side (south) of the building.

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

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

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

## INSTRUCTIONS FOR PROPOSALS

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

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

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

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

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

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

Bidders are to alert the City of any errors or omissions observed in the specifications prior to submission.

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

1. **QUALIFICATIONS OF VENDORS:** To demonstrate qualifications to perform the Work, each vendor must prepare to submit no less than three to five (3-5) customer references for similar work performed; preferably from other government or public sector organizations. Please include: organization name, contact name & title or role, and both phone number and email if available. Very helpful if information about what similar work was performed for the provided reference(s).
2. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Contract Documents are to be directed to the Facilities Manager (FM) at [padams@geneva.il.us](mailto:padams@geneva.il.us). Interpretations or clarifications considered necessary by the FM in response to such questions will be issued by Addenda and posted on the City of Geneva web site [www.Geneva.il.us](http://www.Geneva.il.us). **Questions should be submitted by Tuesday, October 15<sup>th</sup>.** Questions received after may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Project Documents as deemed advisable by Owner.

3. **CONTRACT TIME & DURATION:** Formal Award will be following formal approval at the soonest available City Council Meeting following the opening of proposals; Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month.

**The City seeking for work to be performed over the winter months, but requires work to be completed by no later than April 30<sup>th</sup> 2025.**

4. **LIQUIDATED DAMAGES:** n/a
5. **SUBSTITUTE OR “OR-EQUAL” ITEMS:** Any substitutions from the Vendor’s proposal or documents for consumable products implemented and scope &/or schedule of services are subject to the approval of the by the City’s FM at padams@geneva.il.us.
6. **SUBMISSION:** All proposals must include the required PROPOSAL form included with the Project Documents and the required written narrative explanation of the bidder’s submission. All blanks on the Form must be completed using the fillable PDF version, by ink, or typewriter. The Bidder’s proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
7. **MODIFICATION AND WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner the proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

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

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

11. AWARD OF CONTRACT: Owner reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with the Successful Vendor, and the right to disregard all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

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

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

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

A conditional or qualified proposal will not be accepted.

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

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

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

15. PREVAILING WAGE:

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

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

wage rates not less than those stated in the advertised Specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;

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

# PROPOSAL

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

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the Water Treatment Plant “CHEMICAL ROOM RE-COATING” in accordance with the Specifications and Procedural documents attached.

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

The Undersigned acknowledges receipt of the following Addenda.

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

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

The undersigned further agrees prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the 4/30/2025 completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform the “CHEMICAL ROOM RE-COATING” as described in the contract documents.

<b>Total Bid Price</b>	
Anticipated Duration of Work	
Number of Workmen onsite Daily (Average)	

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

INCOMPLETE SUBMISSIONS WILL BE CONSIDERED GROUNDS FOR DISQUALIFICATION

## OVERVIEW & TERMS

The City of Geneva (City) is seeking a qualified proposals for re-coating all currently coated surfaces in the approximately 3000 SF Chemical Room at the City of Geneva's Water Treatment Plant, located at 4000 W Keslinger Rd, in Geneva, IL.

### PLANS & PRODUCT SPECIFICATIONS

Since no significant facility alterations have taken place, the city will be utilizing the original plans, specifications, and submittals from construction in 2006 to support this project. They will be available upon request by submitting an email to the Facilities Manager (FM) at [padams@geneva.il.us](mailto:padams@geneva.il.us) after a brief verification of qualifications by the FM. Coated surfaces include, but are not limited to walls, ceilings, doors, fixtures, tanks, various equipment, pipes, ductwork, and other exposed infrastructure; most have an assigned color or pattern for easier identification.

### FACILITY INSPECTIONS

The Contractor shall complete a thorough, initial inspection prior to submitting their proposal. The Facility will be available for review on Wednesday October 9th, 2024 from 9:00 am to 10:00 am.

\*\*\*The pre-submission inspection is a requirement for bid eligibility. Failure to attend and sign-in may be grounds for dismissal of bid submission.

During these inspections only general clarifying questions will be answered. Any specific or term clarifying questions are to be submitted in writing via email to the Facilities Manager at [padams@geneva.il.us](mailto:padams@geneva.il.us) by no later than Tuesday October 15th, 2024.

### COLOR SELECTIONS

The 2006 Specifications include surface identifying color assignments that were largely followed, but some field alterations were made and unfortunately not well documented. Identifying Colors &/or Patterns are to be verified with FM or onsite designated staff prior to application. If applied incorrectly Contractor will be responsible to re-coat to the correct color or pattern for the specific surface at their cost.

### WARRANTY

**INSTALLATION WARRANTY:** The Contractor/Installer shall provide at least a two-year workmanship warranty for the installation.

### PERFORMANCE EXPECTATIONS AND DELIVERABLES

**WASHING AND PREPARATION:** Existing surfaces are to be cleared of all debris and cleaned and prepared in compliance with the manufacturer's specifications of the product(s) submitted by the vendor.

**APPLICATION:** Apply the restorative coating to the entire surface following the manufacturer's application specifications. If a second coating is required to obtain the specified warranty, follow the manufacturer's specifications for curing and recoat.

**ATMOSPHERIC CONDITIONS:** Follow the manufacturer's application requirements for range of temperatures &/or humidity to allow for proper curing. If conditions will adversely impact the ability of



the vendor to complete the installation by the April 30<sup>th</sup> requirement, vendor is required to communicate this with as much notice as possible (no less than 30 days).

**SCHEDULE:** The City is seeking for work to be completed by no later than April 30th 2025. **Daily work is to be performed during the plant's operational hours, Monday to Friday from 7:00 am to 3:30 pm.** The plant will be closed and unavailable for work for the following scheduled City Holidays:

Thanksgiving	Thursday, Nov. 28, 2024
Day after Thanksgiving	Friday, Nov. 29, 2024
Christmas Eve	Tuesday, Dec. 24, 2024
Christmas Day	Wednesday, Dec. 25, 2024
New Year's Day	Wednesday, Jan. 1, 2025
Martin Luther King, Jr. Day	Monday, Jan. 20, 2025
Presidents' Day	Monday, Feb. 17, 2025
Spring Holiday	Friday, April 18, 2025

**SECURITY:** Upon entering the premises, Contractors' personnel must check in with the FM or designated site contact and will follow any facility required sign in procedures. Before departing, site contact will be notified of pending departure and any applicable sign-out procedures will be followed.

**PAYMENTS/INVOICING:** Contractor should invoice for services in a timely fashion after work has been performed, no more than 30 calendar days whenever possible. Invoices are to be submitted to Accounts Payable at: [AP@geneva.il.us](mailto:AP@geneva.il.us). At the conclusion of the project, the City will hold a 10% retention until a Manufacturers' Warranty certificate or other formal confirmation of the installation having been deemed acceptable by the Manufacturer.

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

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

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

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

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

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

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

## PROTECTION TO PERSONS AND PROPERTY

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

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

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

## INSURANCE

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

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

The liability limits shall not be less than:

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

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

The General Liability limits shall be not less than:

Bodily Injury	\$2 Million (each person) \$2 Million (each occurrence)
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Property Damage	\$2 Million
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- Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the vendor or his agents, employees, or Sub-Contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the Contractual liability assumed by the Contractor, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person) \$2 Million (each occurrence)
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Property Damage	\$2 Million (each occurrence) \$3 Million (aggregate)
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- Installation Floater. The Contractor shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Contractor and the Owner from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances that may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The

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

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

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

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

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

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

#### INDEMNIFICATION

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

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

#### RELEASE OF LIABILITY

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