

## Terms of Project 2025 Outdoor Electronic Message Center

BIDS ARE DUE Monday, June 9, 2025

Sealed bids will be opened publicly and read aloud at the East Dubuque District Library, East Dubuque, Illinois, 61025, at 1:00 p.m. on Monday, June 9, 2025.

Bids will be opened publicly and read aloud at the East Dubuque District Library at 1 p.m. on Monday, June 9, 2025. Bids submitted late will be returned unopened. No oral, faxed, emailed, or telephoned proposals or modifications will be considered.

The terms and conditions of the project are as follows:

### A. Scope of Project

*The project located at the Library consists of all labor and materials to remove, modify, fabricate or refurbish the existing marquee and install a replacement Outdoor Electronic Message Center in place of the current manual lettering. Project details as well as the technical specifications for the Project are attached as Exhibit A.*

### B. Inspecting the Property

Parties wishing to inspect the property, may attend the non-mandatory Pre-Bid meeting to be held at the Library on Monday, May 21, 2025 at 1:00 p.m.

### C. Preparation and Submission of Bids

1. Bidders will execute and submit all bids in accordance with these instructions and the applicable provisions of the specifications.
2. Bids shall be stated in both writing and figures. In the event of a discrepancy in amounts shown in the bid document and unit prices, the amounts expressed in words in the bid document shall govern.
3. All bids shall be placed in a sealed, opaque envelope addressed and delivered to: Brian Gomoll, East Dubuque District Library, East Dubuque, Illinois, 61025. The envelope shall bear the name of the individual firm or corporation submitting the bid and the following: "2025 Outdoor Electronic Message Center".
4. Bids received after 10:00 a.m. Monday, June 9, 2025 will not be considered.
5. A written request for withdrawal of a bid will be granted if the request is received by the Library prior to the time of bid opening.
6. Bids shall be signed by bidder. If the bidder is a corporation, the President and Secretary shall execute the Bid Form and the corporate seal shall be affixed to the Bid Form.

## East Dubuque District Library

7. All bids shall be binding for 90 (ninety) calendar days following the date of opening, but the EDDL reserves the right to reject any or all bids. EDDL also reserves the right to waive any informalities, irregularities, or technicalities.
8. Bidders shall notify the Library immediately of any errors or omissions in the Terms of Project.
9. There will be a non-mandatory pre-bid meeting Wednesday, May 21, 2025 at 1p.m.
10. Bidders must:
  - a. Be licensed in the State of Illinois;
  - b. Be in compliance with all statutes and regulations applicable to bidder's business operations;
  - c. Have a minimum of ten years of experience in the fabrication and installation of outdoor electronic message centers.
  - d. Provide three customer references of similar projects, including name and location of installation and owner's representative phone number and email address.
11. Bidders acknowledge on the Bid Form receipt and review of all Addenda.
12. Bids must be submitted on the Bid Form (Exhibit B) with all information specified in the Bid Form.
13. If a prospective bidder is in doubt as to the meaning of any part of the Project, they shall submit to Brian Gomoll, Library Director, [director@edlibrary.org](mailto:director@edlibrary.org), a written request for an interpretation or correction. Any such request shall be submitted no later than five (5) working days before the bid submission deadline. Any interpretations or corrections shall be made in writing by Addenda and such Addenda will be posted on the East Dubuque District Library website <https://EDDL.org/about-us/business-opportunities/> no later than four (4) working days before the date specified for receipt of the bids.

## **D. Award of Bid**

1. The Library may accept in writing one of the bids submitted or may reject any or all of the bids.
2. The Library reserves the right:
  - a. To waive any informality;
  - b. To waive any irregularities in the Bid;
  - c. To reject any or all bids or accept the bid deemed most favorable to the Library after all bids have been examined.
  - d. To award separate contracts with respect to separate items in the various Bids.

## **E. Bidder's Acknowledgments**

1. By submitting a bid, the bidder acknowledges:
  - a. He has examined the Contract Documents and has otherwise satisfied himself completely as to the provisions of the Contract Documents and site conditions, areas, and quantities.
  - b. He has received, reviewed, and understood the Terms of Project.
  - c. He has sole responsibility for all supervision, labor, material, equipment and other items to perform all work and other matters set forth in the Terms of Project.
  - d. He has sole responsibility for determining the nature and extent of any and all work required to complete the Project.
  - e. The bidder's signature on the bid proposal is the guarantee that the prices have been arrived at without collusion with other eligible bidders and without effort to preclude EDDL from obtaining the best possible competitive prices.
  - f. All prices stated are firm.
  - g. He is familiar with all applicable federal, state and local regulations, that he understands that compliance is mandatory under the provisions of the Contract Documents and that he is to comply fully.
  - h. The Library is not subject to state or local sales, use or excise taxes and no such taxes are included in the bid.
  - i. All other taxes applicable to the work are included in the bid.
  - j. If his proposal is accepted and he fails to enter into a contract, he shall be liable to the Library for any damages the Library may thereby suffer.
  - k. The bid shall be considered accepted only when the Library executes a contract.
  - l. The bid is binding for (90) ninety calendar days.
  - m. Comparison of bidders' bids is a subjective process requiring evaluation of multiple factors including price, references, recommendations, and input from third parties. This process requires subjective assessment of bidders by the Library Trustees as to overall suitability of the bidder for the Project, including assessment of:
    - i. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
    - ii. Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
    - iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
    - iv. The quality of performance of previous contracts or services;
    - v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

- vi. The financial resources and ability of the bidder to perform the contract or provide the service;
- vii. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- viii. The ability of the bidder to provide future maintenance and service for the Project;
- ix. Bidder's record of experience in this field.
- n. The Library has substantial discretion in accepting a bid based on the Library's evaluation of multiple variables, only one of which is price.
- o. The bidder is not relying on any oral instructions or representations and is relying solely on the Terms of Project and Addenda, if any.
- p. The form of the Contract to be used for the Project is attached as Exhibit C.
- q. In the event of default of the contractor, Ownership may contract for services from other sources and hold the initial contractor responsible for any excess cost occasioned thereby.
- r. Unless otherwise specified, only one price brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the quality specified. Bids not conforming to this requirement will be rejected.
- s. Inspection: All supplies and equipment shall be subject to inspection or test by EDDL and/or its representatives prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, EDDL shall have the right to reject them or require acceptable correction at the vendor's expense.
- t. Unless other instructions are set forth in the body of the Invitation to Bid, all offers in response to this Invitation to Bid must be on the basis of FOB. No other terms will be acceptable and any bids that do not comply with the above will be rejected.
- u. Cancellation Clause: The price contract established by this Invitation shall be non-cancellable during its life except for malperformance, non-performance, substitution of commodities, or failure to comply with specifications given herein on the part of the vendor. In the event of such actions being necessary, the price contract shall be null and void upon receipt of written notice from EDDL and/or its representatives.
- v. Warranties and Repairs: All items bid shall carry a full-service, twelve month warranty, including parts and labor. In addition, all implied or stated manufacturer warranties in excess of one year shall be transferred to EDDL at the time of delivery. Warranty and/or guarantee shall become effective upon date of installation of the product.

## **EXHIBIT A: TECHNICAL SPECIFICATIONS**

### **2025 Outdoor Electronic Message Center**

#### **Introduction**

This document represents the General Conditions for the award of contracts by East Dubuque District Library, here after referred to as EDDL, to the selected manufacturers and the sub-contractors to perform such duties and functions as may be required for the production of signs for the campus and to be considered for fabrication, refurbishment, and installation at the campus of EDDL, 122 Wisconsin, East Dubuque, Illinois, 61026.

All manufacturers and sub-contractors are required to comply with all of the contract documents including all specifications, plans, schematic details, drawing and related information. All conditions as herewith described for the intended work to be performed. Any variance from these conditions without expressed written permission from EDDL and/or its representative may result in a rejection of the bid submitted and/or considered as a breach of the awarded contract by EDDL.

#### **Exterior Signage**

##### **Bid documents descriptive specifications**

#### **1.0 General Provisions**

1.1 General - The work shall be as shown on plans and as indicated for each phase. The work shown in plans, elevations, specifications, work orders, or other Drawings (the Drawings) provided are subject to the requirements of the Contract Documents including the General Conditions, Special Conditions, Requirements for Proposal and Instructions to Contractors.

1.1.1 The contract shall be governed by the applicable laws and/or ordinances of the State of Illinois, the City of East Dubuque and any other governing body having jurisdiction over the place where the work is performed.

#### **1.2 Description of Work**

1.2.1 Outline of sign categories

1.2.2 Contractor to provide as requested and required by EDDL the sign work shown on the Drawings, including but not limited to:

- A. Fabrication, modification to, and installation of the marquee/ message center.
- B. Cleaning and maintenance of signs, if directed by EDDL, shall be under a separate contract.
- C. Provide all materials, fasteners, structures, brackets and other mounting hardware

necessary for installation of new signs.

- D. Five (5) year limited warranty period on parts and labor.
- E. Removal and Disposal of existing changeable signs and lettering.

- 1.3 Reference Standards** – Where more stringent requirements than those described in the Drawings and/or specifications are set forth under codes, laws and/or ordinances of Federal, State and local governing bodies having jurisdiction, notify EDDL in writing before proceeding with work.

Work is subject to the applicable portions of the following standards:

- A. All work shall comply with EDDL's Design and Construction Standards and the City of East Dubuque's codes and ordinances.
- B. AWS D1.1 "Structural Welding Code", American Welding Society.
- C. SSPC PA-1 "Painting Application Specifications", Steel Structures Painting Council
- D. "Aluminum Finishes for Architecture", Aluminum Association
- E. "Specifications for Assembly of Structural Joints Using High Strength Steel Bolts" as approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.
- F. "Handbook on Bolt, Nut and Rivet Standards", Industrial Fasteners Institute
- G. "Steel Structures Painting Manual, Systems and Specifications" SSPC
- H. All symbols to match the Manual on Uniform Traffic Control Devices
- I. All signing to comply with applicable sections of the Americans with Disabilities Act (ADA).
- J. Contractor to comply with all applicable regulations of the Occupational Safety and Health Administration (OSHA)
- K. (Contractor/Vendor) shall not pay less than the prevailing rates of wages to all laborers, workman, 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).

**1.4 Intent of Plans and Specifications**

- A. The Contractor shall perform all work necessary to complete and install such signs as scheduled in the Contract Documents including mounting hardware. The EDDL will provide the primary electrical service.

The intent of the Contract Documents is to describe the outline of work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall do all work provided in the contract and such additional, extra, collateral and incidental work as may be necessary to complete the work in an acceptable and timely manner. He shall furnish all required materials, equipment, tools, labor, temporary light and power, Shop Drawings, Working Drawings, As-Built Drawings, material samples, and incidentals.

- B. The Shop Drawings are not intended to cover every detail of materials, parts, construction, mounting or installation. The Contractor shall furnish all materials, parts and labor necessary to complete the entire work, whether or not said details are particularly shown or specified, at no additional cost to EDDL.
- C. The work shall be under the charge and care of EDDL, until final acceptance of the work by EDDL, including all Punch List work.

**1.5 Related Work** – The Contractor shall be responsible for coordination with other trades, if any.

**1.6 Delivery and Protection**

- A. Before delivery to the site, each sign shall be tagged or labeled with identifying number and installation location as shown on the Drawings. Labeling shall be both on the sign and the protective covering. Labels on the signs shall be hidden when the sign is installed (unless otherwise specified) or shall be removed without damage to the sign at the time of installation.
- B. Finished surfaces shall be adequately protected during all phases of the work to prevent damage by scratches, stains, discoloration or other causes. Damage to the surface during fabrication, handling, shipment, storage, and erection shall be remedied by the Contractor at his own expense.
- C. Contractor to arrange with EDDL to provide secure, locked storage for signs which have been delivered to the site but not yet installed.
- D. Whenever installed signs are exposed to possible damage from ongoing construction, the Contractor will install protective barriers.

**1.7 Qualifications**

- A. Submit adequate evidence to EDDL prior to the awarding of the Contract that the items to be furnished will conform completely to the Contract Documents.
- B. Installation can be performed by subcontractors as necessary.
- C. Contractor must be a firm with at least ten years of successful experience with projects of similar scope. Contractor to submit a list of three projects with project representative contact information.

**1.8 Warranty/Correction of Work**

- A. Fastening devices and adhesives should be tamper proof, non-corrosive, and warranted as to permanency of performance.
- B. The Contractor warrants to EDDL that the materials and equipment furnished under the Contract will be of the highest quality of the trade and new unless otherwise required or permitted by EDDL, that the work will conform with the requirements of the Contract Documents and the Work will be free of defects not inherent in the quality required or permitted by EDDL. Work not conforming to these requirements, including unauthorized substitutions may be considered defective. If required by EDDL, the Contractor shall

- furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. If, within two years after final acceptance of the Work, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it at no additional cost to EDDL promptly after receipt of written notice from EDDL to do so unless the Contractor has previously received written acceptance of such condition. This obligation shall survive termination of the Contract. All work to be done in a time convenient to EDDL.
  - D. The Contractor shall remove from the site and properly dispose of portions of the work which are not in accordance with the requirements of the Contract documents and are neither corrected by the Contractor nor accepted by EDDL.
  - E. If the Contractor does not proceed with the correction of work not in accordance with the requirements of the Contract Documents after a reasonable time fixed by written notice from EDDL, EDDL may have the work corrected. The cost for the corrections to be deducted from the payments due the Contractor. If payments due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to EDDL.
  - F. Contractor must provide a guarantee that parts and service will be available for a minimum of five (5) years.

**1.9 Maintenance Instructions** - Contractor to provide written or printed maintenance instructions to EDDL outlining proper maintenance procedures for all sign types newly installed under this Contract. Upon request from EDDL, the Contractor may submit a separate maintenance proposal.

**1.10 Samples and Submittals**

- A. The Contractor shall submit shop drawings for all sign types based on the provided contract documents. Shop drawings shall indicate all sizes, finishes, and construction details.
- B. All approvals will be in writing. All materials furnished for the project must be represented by the drawings.

**2.0 PRODUCTS**

**2.1 Materials**

- A. All materials must contain the following model sign, no substitutions. Contractor is responsible for site survey prior to installation.

6mm Color Slim Front Highbrightness LED WatchFire double sided Message Center

Size: 3'5" high x 7' 3" wide

Model: Watchfire

Software: Watchfire "IgniteOPx"

Computer: NOT INCLUDED

Matrix: 144 x 336

Color: LED RGB

Display Capability: 1.2 Quintillion

Viewing Angles: 150 Horiz/95 Vert

Video: Plays prerecorded clips 30FPS

Animated Text & Graphics

Brightness: Daytime 7,500 NITs Maximum

Nighttime 700 NITs Maximum



Temp Sensor: Included

Communication: 4G Wireless with life of sign data plan

Electrical Requirement: 120 volt, 30.0 amp, single phase

Electrical Consumption: Based on 18 hrs of operation per day, plus or minus 10% depending on how the sign is programmed 18.7 KWHrs per day X \$.12 per KWHr = \$2.24 per day. Actual KWHr rate may differ.

## 2.2 Hardware

- A. Very high bond tape, #4941 (VHB) by 3M acrylic foam tapes. Refer to all technical data online ([www.solutions.3m.com/wps/portal/3M/en\\_us/VHB/Taper/Markers-Applications/Signs/](http://www.solutions.3m.com/wps/portal/3M/en_us/VHB/Taper/Markers-Applications/Signs/) and thru 3M technical assistance 1.888.364.3577)
- B. Unfinished threaded fasteners to be ASTM A 307, Grade A regular low carbon steel nuts and bolts for interior use. ASTM A 307 Grade A stainless steel or cadmium plated steel for exterior use. Non corrosive, black nylon screws. Fillister head slotted, to match existing, for exterior changeable message panels. Unless otherwise noted, provide hexagonal heads and nuts for all connections.
- C. Blind aluminum rived nuts, to match existing, to accept nylon screws on exterior changeable message panels.
- D. Fasteners – same basic metal and finish as the metal work. For machine screws comply with FS FFS92. Phillips flathead where exposed unless otherwise shown and/or per manufacturer's recommendation.
- E. Anchors and Inserts – Either furnish anchors and inserts for this work or provide other anchoring devices as required for the installation of signage. Refer to HILTI (<http://www.hilti.com/holcom/>) for manufacturer's specifications and installation procedures. Anchors to meet hardware requirements.
- F. Lighting - Sloan LED Sign BOX II for double sided cabinets, 5000K. Power supply should be made accessible with minimal cabinet disassembly. Alternates must be approved by EDDL and have equivalent warranties.

## 2.3 Coatings

1. Mechanically abrade, (SSPC-SP2 Hand Tool or SSPC-SP3 Power Tool Cleaning), or chemically abrade all surfaces to be coated to establish a surface profile similar to medium grit sandpaper.
  - A. If chemically abraded, use a concentrated, water-reducible phosphoric acid and detergent blend formulated to clean and profile. Dilute with water before use.
  - B. Acceptable product: "Great Lakes Laboratories: Clean 'n Etch" or approved equal.
2. All surfaces must be clean, dry, and free of contamination prior to the application of coatings.

### Coating:

1. Paint process shall be: Two-component catalyzed coating system with a manufacturer's color and gloss retention warranty.

Acceptable Manufacturer: Matthews Paint, 760 Pittsburgh Drive, Delaware, OH 43015, or approved equal. 800-323-6593
2. The paint manufacturer's product data sheets must be submitted prior to start of work and the requirements as outlined on the data sheets must be followed.
3. Written approval of color by owner/architect must be obtained prior to ordering and application of paint.

## **2.4 Lettering Style**

Use provided artwork for EDDL logomark and logotype.

## **2.5 General Fabrication Methods**

- A. As described in the Descriptive Specifications.
  - 1. All fabrication and application of signing units shall be in accordance with recommendation made by the manufacturer of the specified product.
  - 2. All fabricating shall be executed in such a manner that all edges and corners of finished signing units are true and clean. Forms with rounded positive or negative corners, nicked, cut or ragged edges, etc., will not be accepted.
  - 3. All enamel paint applications shall be executed in such a manner that all signing units shall have a smooth, even painted finish and be free of any and all imperfections, scratches, dirt embedment or wave irregularities.
  - 4. All signing units must be so aligned as to maintain a base line parallel to the signing unit format and existing framing. Alignment must be maintained as specified by the signing unit type layouts. All edges shall be sharp and clean with no edge irregularities.

## **2.6 Installation**

- A. Install signing units and components at the locations shown or scheduled, securely mounted with concealed fasteners unless otherwise shown. Attach sign units in accordance with manufacturer's instructions, unless otherwise shown. Provide anchorage and fittings for proper installation at the site for proper sign use. Coordinate location in the field with the EDDL Project Manager.
- B. Install level, plumb and at proper height. Cooperate with other trades for installation of signing units to finished surfaces. Repair or replace damaged units as directed by the EDDL Project Manager. Installer will coordinate and field measure and stake proper location of sign units prior to their installation.
- C. All installation procedures and required scheduling shall be coordinated with the EDDL Project Manager to avoid delays or additional cost. Permits are required to be applied for and obtained by contractor.

**EXHIBIT B: BID FORM FOR 2025 OUTDOOR ELECTRONIC MESSAGE CENTER**  
**BIDS ARE DUE MONDAY, JUNE 9TH, 2025 at 10:00 A.M.**

- A. By submitting this Bid Form, the bidder:
1. Acknowledges he has received, reviewed, and understood the Terms of Project.
  2. Acknowledges responsibility for all supervision, labor, material, equipment and other items to perform all work and other matters set forth in the Terms of Project.
  3. Acknowledges he has examined the Property and has familiarized himself with all field conditions and local conditions affecting the Project.
  4. Acknowledges sole responsibility for determining the nature and extent of any and all work required to complete the Project.
  5. Understands that, if his proposal is accepted and he fails to enter into the Contract attached, he shall be liable to the Library for any damages the Library may thereby suffer.
  6. Upon request from the Library, will provide current financial statements.
  7. Acknowledges that this bid is an offer which shall be considered accepted only after the Library accepts this bid in writing and that this bid shall be binding for 90 (ninety) calendar days.
  8. Is aware that comparison of bidders' bids is a subjective process requiring evaluation of multiple factors including price, references, recommendations, and feedback from third parties. This process requires subjective assessment of bidders by the Library Trustees as to overall suitability of the bidder for the Project.
  9. Acknowledges the Trustees have substantial discretion in accepting a bid based on the Library's evaluation of multiple variables, only one of which is price (see Bidder's Acknowledgments in the Terms of Project).
- B. Attached are:
1. A minimum of three references for outdoor electronic message center projects on building systems of age, condition and type comparable to the Library. The reference list shall include the company name, contact name, contact phone number and the type of work done.
- C. LUMP SUM BASE BID AMOUNT IN FIGURES: \_\_\_\_\_
- D. LUMP SUM BASE BID AMOUNT SPELLED OUT: \_\_\_\_\_  
\_\_\_\_\_
- E. DATE OF COMPLETION OF THE PROJECT: \_\_\_\_\_

**To be considered all bids must be signed, include required attachments, and be received prior to the due date and time.**

**PLEASE SUBMIT ONE (1) COMPLETE PACKET**

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Signature

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Printed Name

---

Contractor Name

---

Title

---

Street Address

---

City, State, Zip

---

Telephone Number

---

Email Address

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Date Signed

To be considered all proposals must:

- Be signed
- Include required attachments
- Be received prior to the due date and time

## EXHIBIT C: CONTRACT FOR 2025 OUTDOOR ELECTRONIC MESSAGE CENTER

The East Dubuque District Library and \_\_\_\_\_  
(Contractor) agree that, for the total lump sum of \$ \_\_\_\_\_, Contractor will  
perform all work on the Project in accordance with the Terms of Project and the Bid Form and the Rider  
to Contract, copies attached.

East Dubuque District Library \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## EXHIBIT D – RIDER TO CONTRACT

For Inclusion in Contract Between East Dubuque District Library ("Owner") and  
\_\_\_\_\_ (Contractor)

Project Name/Description: 2025 Outdoor Electronic Message Center

1. Contractor shall provide a Payment Bond and a Performance Bond in a sum equal to 100% of the amount of the Contract issued by an insurance company acceptable to Owner.
2. The Performance Bond to be provided shall contain the following language:
  - a. "Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein."
3. Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. The parties intend that modifications in the Contract documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
4. The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law, insurance coverage, caps or limitations notwithstanding. By way of this provision, the parties intend that any limitations in the Contract documents of the amounts or types of damages available to the parties shall be given no effect.
5. Contractor shall obtain and provide lien waivers for all labor and materials for the Project.
6. The Owner has no responsibility for construction means, methods, techniques, sequences, or procedures, and/or safety precautions and programs.
7. Contractor, at Contractor's expense, will obtain and maintain all necessary permits and licenses, and pay for all governmental fees and inspections necessary for proper execution of completion of the Project.
8. Contract shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.
9. "As built" drawings from the Contractor are a condition of receipt of the Contractor's final payment.

10. Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Owner, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner shall be primary insurance for the Owner with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
11. Work will not begin, nor will any payment be authorized absent submission by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from Contractor's insurance company.
12. The Contractor shall reimburse the Owner for all reasonable fees which the Owner incurs as a result of the Contractor's failure to fulfill the Contractor's obligations including, without limitation, timely completion of the project.
13. Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the Owner in enforcing the terms and provisions of this Contract and in defending any proceeding to which the Owner is made a party as result of the acts or omissions of the Contractor.
14. Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.
15. In an effort to resolve any conflicts that arise under this Contract, prior to commencing litigation all disputes between the Owner and the Contractors arising out of or relating to this Contract shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractor shall be resolved in Jo Daviess County, in accordance with Illinois law.
16. Contractor shall defend, indemnify, and hold harmless Owner from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
17. The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of care, skill and diligence which are commonly followed in

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performing the same or similar services in the locale where the project is located.

18. Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the project.
19. Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.
20. Contractor, at Contractor's expense, shall purchase Builder's Risk insurance coverage.
21. The Contractor shall designate a Supervisor to act as the Owner's primary contact for the Project.
22. Targeted project completion date is on or before AUGUST 31, 2025.
23. THIS RIDER TO CONTRACT IS EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND ANY OTHER PROVISIONS OF THE CONTRACT, THIS RIDER CONTROLS. THIS PARAGRAPH IS STATED IN ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES' UNDERSTANDING OF THE PRECEDENCE THIS RIDER TAKES OVER ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS.

\_\_\_\_\_  
**Contractor (Initial/Date)**

\_\_\_\_\_  
**Owner (Initial/Date)**

\_\_\_\_\_  
East Dubuque District Library

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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