



LAKE BLUFF SCHOOL DISTRICT 65

TO: Board of Education
Dr. Lisa Leali, Superintendent

FROM: Jay Kahn, Chief School Business Official

DATE: April 28, 2026

RE: LBMS Front Entrance Concrete repairs

Recommendation

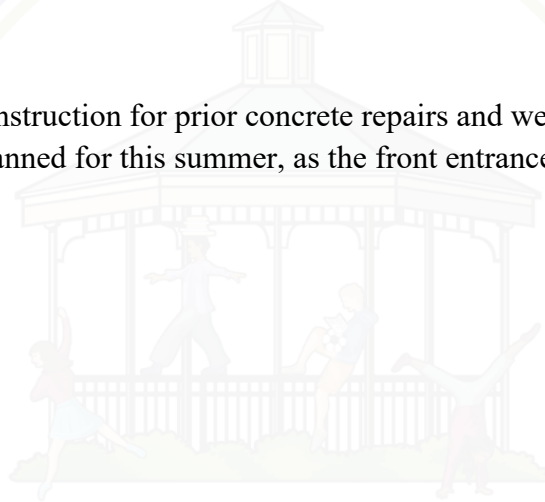
Administration recommends that the Board approve the contract for Front Entrance Concrete repairs by Hammer Construction in the amount of \$42,430.

Background

The front entry has significant concrete and brick deterioration and rusting at the base of the metal railings. In addition, the emergency exit stairs from the lower-level classroom were identified in the 10 year Health, Life, Safety Survey as needing repair. Completing these repairs, sealing, and installing flashing will prevent further degradation of the surfaces.

Current Situation

We have used Hammer construction for prior concrete repairs and we have been pleased with their work. The work is planned for this summer, as the front entrance will need to be closed during repairs.



CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT (“Contract”) is made this 28th day of April, 2026, by and between the **BOARD OF EDUCATION OF LAKE BLUFF SCHOOL DISTRICT NO. 65, LAKE COUNTY, ILLINOIS** (“Owner”) and **HAMMER CONSTRUCTION** (“Contractor”).

1. THE WORK.

The Contractor shall perform the work identified on Exhibit A, attached hereto and incorporated herein (“Work”), in a good workmanlike manner in accordance with the terms and conditions contained in this Contract. This contract constitutes the entire understanding of the Contractor and the Owner with respect to the Work. To the extent any provisions of this Contract conflicts with Exhibit A, the provision or provisions most favorable to the Owner shall control.

2. CONTRACT SUM.

The Owner shall pay the Contractor for the performance of the Work (including the costs of all equipment, materials, products, labor, profit, etc.) the contract sum of **Forty-Two Thousand Four Hundred Thirty Dollars (\$42,430)** (“Contract Sum”), as set forth in Exhibit A. No change in the Work shall be a basis for an addition to the Contract Sum or time of performance unless authorized by the Owner by change order. Contractor will invoice Owner monthly for partial payments based on Work performed. These invoices may include the cost of labor paid, and equipment, materials and products installed. Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work less the aggregate of previous payments in each case. The Owner reserves the right to reduce retainage prior to substantial completion. The Contractor shall submit to Owner with each request for payment a sworn statement showing the amount due Contractor, the amount previously paid, and the amount remaining to be paid to Contractor, together with a list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Work, and showing the amounts previously paid, the amounts due and the amounts remaining to be paid to said subcontractors, suppliers, and materialmen. The Contractor also shall deliver to the Owner with each request for payment lien waivers covering amounts then due to any person or persons performing Work or supplying materials or equipment in connection with the Work. The Owner shall pay the remainder of the Contract Sum within thirty (30) days of completion of punchlist items by the Contractor and sign-off and approval by the Owner. Notwithstanding the foregoing, the Owner 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, including, but not limited to the statutory time periods for review, approval and payment of invoices, and the cap on interest for unpaid amounts.

3. CHANGE ORDERS.

Change orders must be approved in writing by the Owner. In accordance with the *Criminal Code of 2012*, 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 thirty (30) days or more, such changes may be made only upon the written authorization of the Owner or specific designee pursuant to the written determination of the Owner 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 Owner and is authorized by law.

4. TIME OF COMMENCEMENT AND COMPLETION.

The Work to be performed under this Contract shall commence on or after **June 9, 2026**, and shall be complete by **August 7, 2026**. The Contractor agrees that time is of the essence of this Contract. The Contractor shall not be entitled to any damages for any delay unless caused by the Owner's negligence, whether foreseeable or not, with the Owner's discretionary extension of the time of completion being the only available remedy for delays not caused by the Owner's negligence. The Owner may, upon seven (7) days written notice to the Contractor, terminate the Contract between the Owner and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination which has been approved by the Owner, but shall pay no other damages.

5. INSURANCE.

A. *Form and Limits of Coverage*

The Contractor shall purchase and maintain, at its own expense, the following insurance: (i) workers compensation insurance for not less than the statutory requirements; (ii) employers' liability insurance with limits of at least One Million Dollars (\$1,000,000) each accident for bodily injury by accident and bodily injury by disease; (iii) commercial general liability insurance, on an occurrence basis, at limits of not less than Two Million Dollars (\$2,000,000), per occurrence and in the aggregate; and (iv) a Business Automobile Liability policy in the amount of at least One Million Dollars (\$1,000,000) which shall cover liability arising out of any auto (including owned, hired, and non-owned autos). All insurance of the Contractor, with the sole exception of the workers compensation insurance, shall name the Indemnitees (defined in Paragraph 6 below) as additional insureds thereon. The additional insured's coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Contractor shall require that every subcontractor of any tier obtain insurance of the same type and amounts as the Contractor, naming the Owner, its individual Board members, employees, consultants and agents as additional insureds. Moreover, to the fullest extent permitted without invalidating any insurance coverage of Contractor, Contractor waives any right of subrogation it and any of its insurers may have against the Indemnitees.

B. Other Insurance Requirements

The Contractor shall deliver to Owner prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to Owner) evidencing the required insurance coverage of Contractor and each subcontractor. The certificates required to be provided under this Paragraph shall contain a clause stating that the policies will not be canceled or reduced without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the Owner, for a minimum of two (2) years after final completion of the Work. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and subcontractors is not limited by purchase of insurance.

6. INDEMNIFICATION.

The Contractor agrees to indemnify, defend and hold harmless the Owner, its individual Board members, agents, consultants and employees (collectively, the “Indemnitees”), from and against all claims, damages, losses, causes of action, suits, judgments and expenses including but not limited to attorneys’ fees and the costs of litigation (including, but not limited to, filing fees, expert witness fees and court reporter fees), arising out of, relating to, resulting from or in connection with (1) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed any of by them, or anyone for whose acts any of them may be liable, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity or contribution that would otherwise exist as to any party or person described in the Contract Documents. Contractor and each subcontractor agree to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on the Project; waive any limitation of liability defense based upon the *Workers’ Compensation Act*, court interpretations of said Act or otherwise; and agree to contribute to, indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees’ own negligence. Contractor shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

7. 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 applicable prevailing rate of wages, as determined by the Illinois Department of Labor, to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract it awards shall contain specific language therein requiring each subcontractor to pay not less than the applicable prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. The Contractor shall make, keep and, to the extent required by law, submit to the Owner a certified payroll in compliance with the Act.

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 Exhibit B. 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 *Illinois Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable. To the extent applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*

The Contractor understands that smoking is prohibited on school district property pursuant to State and federal law and shall not allow smoking at the project site. Contractor acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of Owner. Any employee of the Contractor or subcontractor found to have been convicted of any prohibited offense under said section shall be promptly removed by the Contractor and replaced. Contractor represents and warrants to Owner that none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.

It is the understanding of the parties that no employees of the Contractor performing Work under this Contract will have direct, daily contact with pupils of any school in the District, and that the Work shall be performed during the summer when students are not present or, if students are present, in an area fenced off from access by students. If any individual performing Work will have direct, daily contact with students, Contractor must notify Owner, and that employee must submit, at the Contractor's expense, to a fingerprint-based criminal background investigation in accordance with 105 ILCS 5/10-21.9 and must provide evidence of physical fitness to perform the duties assigned and freedom from communicable disease, as required by 105 ILCS 5/24-5, to Contractor, and, moreover, Contractor represents and warrants to the Owner that all such employees providing services under this Contract have provided such evidence to Contractor.

8. ASSIGNMENT.

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

9. BOND.

Pursuant to the *Public Construction Bond Act*, 30 ILCS 550, prior to commencing work,

the Contractor shall provide a payment and performance 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. Said bonds shall name the Owner as the obligee thereon. The surety on the bond must be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. Pursuant to the *Prevailing Wage Act*, 820 ILCS 130/4, the required bond shall include a provision as will guarantee the faithful performance of the prevailing wage requirement of this Contract and Illinois law. With permission of the Owner, and when state and federal funds are not used on the Work, the Contractor may provide a diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond.

10. OWNER SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT.

The Owner 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.

11. 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 Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Contract, that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with the requirements of the Contract. 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, at its expense, 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.

12. 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 for any reason whatsoever, including, but not limited to, a violation of the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code of 2012* or as a result of a violation of any other law. Contractor acknowledges that the Owner may declare this Contract void if the certification herein is false.

13. THIRD PARTY BENEFICIARIES.

THIS CONTRACT SHALL ONLY BIND THOSE PARTIES THAT ARE A SIGNATORY HERETO. NO PARTY MAY RELY UPON THE TERMS AND CONSIDERATIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR

CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THIS CONTRACT ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO THE PROVISIONS IN SECTION 9. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THIS CONTRACT THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.

14. GOVERNING LAW.

The law governing this Contract and the performance of the Work shall be the law of the State of Illinois notwithstanding is choice of law provisions. Any proceedings brought pursuant to this Contract or related to the Work shall be brought in the venue of the Lake County Circuit Court, Illinois, or the U.S. District Court, Northern District, Eastern Division, as the case may be.

15. FREEDOM OF INFORMATION ACT COMPLIANCE.

The Owner is subject to the *Freedom of Information Act*, 5 ILCS 140/1, et seq. (“FOIA”), and any and all information submitted by the Contractor to the Owner may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a *Freedom of Information Act* request, the Contractor must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Owner will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Contractor agrees to cooperate with the Owner, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Owner.

THIS CONTRACT is entered into as of the day and year first above written.

OWNER:

**BOARD OF EDUCATION OF
LAKE BLUFF SCHOOL DISTRICT
NO. 65, LAKE COUNTY, ILLINOIS**

CONTRACTOR:

**HAMMER CONSTRUCTION
557 PLATE DR., UNIT 3
EAST DUNDEE, IL 60118**

BY: _____

BY: _____

ITS: Board of Education President

ITS: _____

EXHIBIT A
WORK



Hammer Construction, LLC
 558 Plate Dr. Unit 3
 East Dundee, IL 60118

Andres Garcia
Lake Bluff Elementary School District
121 E. Sheridan Place
Lake Bluff, IL 60044

Project: Lake Bluff Middle School
31 E Sheridan Place Lake Bluff, IL 60044
Handicap Concrete Entrances
RE: Life Safety Repairs
Date: 3/24/26

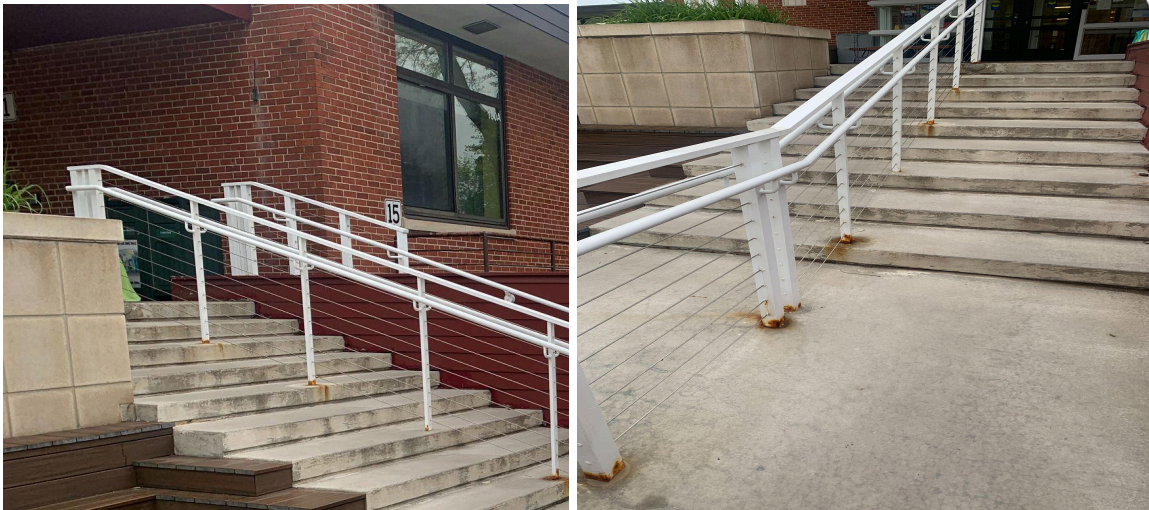
This proposal is based on a visual site inspection of the existing conditions dated on this proposal. Based on this inspection, Hammer Construction will furnish all labor, material, and equipment required to complete the following scope of work:

<u>Scope of Work</u>	<u>Cost</u>
Repair exterior handicap ramps as described below:	
General Conditions: <ul style="list-style-type: none"> ● Install barricades and site protection including caution tape and signage ● Clean work area on a daily basis ● ipe scaffolding to access exterior wall ● Install protection at the perimeter of the pipe scaffolding 	\$1,500.00
Door 1: Main Entrance Handicap Ramp <ul style="list-style-type: none"> ● Sand blast railings and apply epoxy primer and finish coat +/- 42 EA ● Remove concrete at landing sawcutting top surface of the perimeter of the landing +/- 60 SF ● Repair concrete at railings +/- 20 EA ● Grind and seal all cracks +/- 20 LF ● Remove and replace sealant at cove joints +/- 60 LF ● Install new Tremco Pedestrian membrane System +/- 580 SF 	\$25,800.00
Door 1: Main Entrance Stairs <ul style="list-style-type: none"> ● Sand blast railings and apply epoxy primer and finish coat. ● Repair concrete at railings. ● Install new Tremco Pedestrian membrane at center railings only. 	\$7,950.00
Door: Stairs <ul style="list-style-type: none"> ● Patch concrete stairs. 	\$2,850.00
Masonry Repairs/Rebuild (Ramp Landing): <ul style="list-style-type: none"> ● Remove the top 2 courses of brick and install new thru-wall flashing with a drip edge ● Tuckpoint 100% solid 2 walls +/-40SF 	\$4,330.00
Notes: <ul style="list-style-type: none"> ● No drawings, specifications, permits, OFF Hours, plumbing, electrical included. 	
Total:	42,430.00

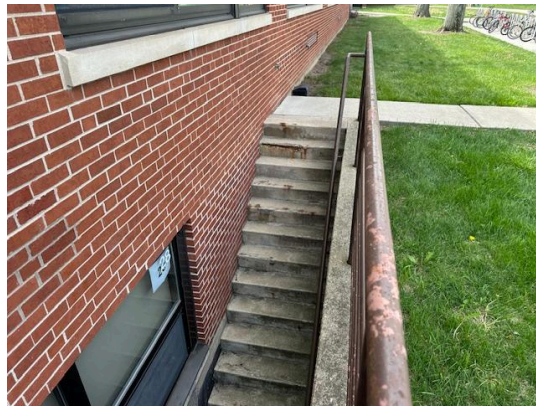
DOOR 1: Main Entrance Handicap Ramp



Door 1: Main Entrance Stairs



Door 15: Stairs: Patch Concrete Stairs



Notes: This contract/proposal is subject to change if the above “scope of work” is altered/changed due to adjustments for items unforeseen, don't meet city or state ordinances/code, architectural/engineering changes or client request. This contract/proposal does not include city or state permitting, architectural/engineering fees that may be associated with this contract. Increases in costs of materials that result from tariffs, pandemics, import duties, trade policy, or related market conditions are not included. Such increases shall be added to the contract/invoice sum. Weather may alter the construction schedule. A partial payment may be required prior to the start date. NO permits included.

Mike Landry
Hammer Construction, LLC
224-508-8375

Approved: _____

Signature

Date: _____

Terms and Conditions

1. All payments are due within 30 days of invoice date. A service charge of 1 ½% per month shall be added to all accounts after 30 days. If purchaser shall default in any payment or other obligation herein, purchaser agrees to pay for any and all cost of collection. Including reasonable attorney's fees and court costs.
2. The seller agrees that it will perform this contract in conformity with customary industry practices. The purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.
3. This agreement, together with all the other documents pertaining to this job, or order, sets forth the entire agreement between the parties. Any and all prior agreements, warranties or representations made by either party are superseded by this agreement. All changes in this agreement shall be made by a separate document and signed by both parties.
4. This proposal excludes: Permits, fees, surveying, testing, lab costs and unforeseen.
5. If removal of existing asphalt or concrete is proposed, it is assumed that the thickness of said asphalt or concrete is 4" unless otherwise noted. If the thickness of said asphalt or concrete is greater than 4", additional equitable charges will be assessed.
6. The process of hard surface repairs will inherently damage existing landscapes and pavement adjacent or near the construction area. Hammer Construction will remove any debris created as a result of its own concrete, asphalt, or paver/concrete block operations. Hammer Construction will not be responsible for backfilling sidewalks, curbs, or other flatwork, nor will Hammer Construction be responsible for seeding, sodding, irrigation repair, lighting repair, or any other repairs incidental to the construction process unless such repair is specifically detailed as being included in our proposal.
7. All concrete shrinks as it cures. While we endeavor to install control joints in locations most likely to crack as a result of this shrinking, occasionally cracks will form outside the control joints. We do not guarantee crack free flatwork, but we would be happy to work with you to deter undesirable cracking by installing additional base material, drainage, or thicker/additive based concrete prior to scheduling the work to be performed.
8. Should Hammer Construction be required to leave the job site and return at a later date due to scheduling conflicts or other factors not controllable by Hammer Construction, additional mobilization charges shall be charged.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Hammer Construction, LLC 558 Plate Drive, Unit 3 East Dundee, IL 60118

All payments are due within 10 days of invoice date.

EXHIBIT B

NON-DISCRIMINATION

The following provisions are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Seller 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 Seller 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 regulation. During the performance of this contract, the Seller 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, sexual orientation, national origin or ancestry, age, citizenship, marital status, 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, sexual orientation, 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 labor organization or representative of the Contractor's obligations 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 Seller in its efforts to comply with such Act and Rules, the Seller will promptly so notify the Department and the contracting

agency and will recruit employees from other sources when necessary to fulfill its obligations 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 it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to 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 Seller will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails to refuses to comply therewith. In addition, the Seller 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.