



BID PROPOSAL
AND SPECIFICATION FOR

SPLASH PAD EQUIPMENT RENOVATION
Memorial Park – 12804 Highland Avenue, Blue Island, Illinois
Blue Island Park District

Out to Bid: November 20, 2019

Pre-Bid Meeting: December 5, 2019
2:00 PM
Memorial Park Field House
12804 Highland Avenue
Blue Island, Illinois

Bid Due Date & Opening: December 18, 2019
5:00 PM
Memorial Park Field House
12804 Highland Avenue
Blue Island, Illinois

Owner: Blue Island Park District
12804 Highland Avenue
Blue Island, IL
(708) 385-3304

Engineer: WT Group
2675 Pratum Avenue
Hoffman Estates, IL 60192
(224) 293-6333

November 7, 2019

Dear Prospective Contractor:

The Blue Island Park District is accepting bids for:

SPLASH PAD EQUIPMENT RENOVATION

Bids are due on **18th, December, 2019 at 5:00 PM** at the Memorial Park Field House, 12804 Highland Avenue, Blue Island, Illinois. The bids should be clearly labeled “Splash Pad Equipment Renovation.”

A pre-bid meeting will be held at the Memorial Park Field House, 12804 Highland Avenue, Blue Island, Illinois, **at 2:00 PM on December 4, 2019**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner and Engineer. **Attendance at this meeting of all contractors desiring to bid on this Project is recommended.**

We appreciate your bidding on the enclosed item and welcome the opportunity to do business with you.

If you have any questions please contact me at 708-385-3304 ext. 11 or by email at ocarbajal@blueislandparks.org.

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Blue Island Park District as the certificate holder and as additional insured.

Sincerely,

Octavio Carbajal (CPO)
Operations Director, Blue Island Park District

(Enclosures)

BID DOCUMENTS/PROJECT MANUAL: SPLASH PAD EQUIPMENT RENOVATION

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DATE OF ADVERTISEMENT: NOVEMBER 20, 2019

**PRE-BID MEETING: DECEMBER 4, 2019, 2:00 PM
MEMORIAL PARK FIELD HOUSE
12804 HIGHLAND AVENUE
BLUE ISLAND, ILLINOIS**

**DUE DATE & BID OPENING: DECEMBER 18, 2019, 5:00 PM
MEMORIAL PARK FIELD HOUSE
12804 HIGHLAND AVENUE
BLUE ISLAND, ILLINOIS**

DATE OF BID APPROVAL: DECEMBER 20, 2019 (TENTATIVE)

**DELIVER/MAIL BID TO: OCTAVIO CARBAJAL
MARKED: "SEALED BID - SPLASH PAD
EQUIPMENT RENOVATION"
MEMORIAL PARK FIELD HOUSE
12804 HIGHLAND AVENUE
BLUE ISLAND, ILLINOIS**

NOTICE TO BIDDERS

THE BLUE ISLAND PARK DISTRICT, COOK COUNTY, ILLINOIS (“OWNER” OR “PARK DISTRICT”), INVITES BIDS FOR THE FOLLOWING PROJECT: SPLASH PAD EQUIPMENT RENOVATION.

BID DOCUMENTS, INCLUDING INSTRUCTIONS TO BIDDERS, DRAWINGS, TECHNICAL SPECIFICATIONS, GENERAL AND ANY SPECIAL CONDITIONS AND BID FORMS INCLUDING REQUIRED CONTRACTOR CERTIFICATIONS, AND PREVAILING WAGE DETERMINATION AND SUPERSEDES NOTICE ARE AVAILABLE ELECTRONICALLY BY CONTACTING THE BLUE ISLAND PARK DISTRICT PARKS DEPARTMENT AT 708-385-3304 OR BY EMAIL AT OCARBAJAL@BLUEISLANDPARKS.ORG.

THERE WILL ALSO BE A PRE-BID MEETING ON DECEMBER 4, 2019 AT 2:00 PM AT THE PARK FIELD HOUSE, 12804 HIGHLAND AVENUE, BLUE ISLAND, ILLINOIS 60406.

EACH BID SHALL BE PLACED IN A SEALED ENVELOPE AND CLEARLY MARKED “SEALED BID – SPLASH PAD EQUIPMENT RENOVATION”. THE ENVELOPE SHALL BE ADDRESSED AND DELIVERED TO AND RECEIVED BY THE PARK DISTRICT AT THE FOLLOWING LOCATION: BLUE ISLAND PARK DISTRICT, MEMORIAL PARK FIELD HOUSE, 12804 HIGHLAND AVENUE, BLUE ISLAND, ILLINOIS 60406. NO RESPONSIBILITY SHALL BE ATTACHED TO ANY PERSON FOR PREMATURE OPENING OF A BID NOT PROPERLY IDENTIFIED.

BIDS SHALL BE RECEIVED UNTIL DECEMBER 18, 2019 AT 5:00 PM. IMMEDIATELY THEREAFTER, THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD. BIDS RECEIVED AFTER THAT TIME OR AT A DIFFERENT LOCATION WILL BE REJECTED.

THE BLUE ISLAND PARK DISTRICT RESERVES THE RIGHT TO WAIVE TECHNICALITIES, TO ACCEPT OR REJECT ANY OR ALL BIDS, TO ACCEPT ONLY PORTIONS OF A BID AND REJECT THE REMAINDER. OWNER WILL AWARD THE CONTRACT TO THE LOWEST MOST RESPONSIBLE AND RESPONSIVE BIDDER, AS DETERMINED BY OWNER. IN CONSIDERING THE BIDDER’S RESPONSIBILITY, THE OWNER MAY EVALUATE, AMONG OTHER FACTORS, THE ABILITY OF THE BIDDER TO PROVIDE EXPERIENCED LABOR SUFFICIENT IN NUMBERS TO TIMELY AND PROPERLY COMPLETE THE SERVICES, THE FINANCIAL CAPABILITY OF THE BIDDER, AND THE PERFORMANCE OF THE BIDDER ON OTHER PROJECTS.

BIDS SHALL NOT INCLUDE FEDERAL EXCISE TAX OR STATE SALES TAX FOR MATERIALS TO BE INCORPORATED IN, OR TOTALLY CONSUMED IN THE PROSECUTION OF THE WORK. A TAX EXEMPTION CERTIFICATE WILL BE FURNISHED BY THE PARK DISTRICT AT THE REQUEST OF THE BIDDER. THE DISTRICT’S TAX EXEMPTION NUMBER SHALL ONLY BE USED BY THE SUCCESSFUL BIDDER FOR THE WORK OF THIS PROJECT.

NO BID MAY BE WITHDRAWN AND ALL BIDS SHALL REMAIN FIRM FOR NINETY (90) DAYS AFTER THE BID OPENING.

THE WORK OF THIS PROJECT IS SUBJECT TO THE ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/0.01 ET SEQ. A PREVAILING WAGE DETERMINATION HAS BEEN MADE BY THE PARK DISTRICT, WHICH IS THE SAME AS THAT DETERMINED BY THE ILLINOIS DEPARTMENT OF LABOR FOR PUBLIC WORKS PROJECTS IN LAKE COUNTY. THE CONTRACT ENTERED INTO FOR THE WORK WILL BE DRAWN IN COMPLIANCE WITH SAID LAW AND PROPOSALS SHOULD BE PREPARED ACCORDINGLY AND PROVIDE FOR PAYMENT OF ALL LABORERS, WORKMEN, AND MECHANICS NEEDED TO PERFORM THE WORK AT NO LESS THAN THE PREVAILING RATE OF WAGES (OR THE PREVAILING RATE FOR LEGAL HOLIDAY AND OVERTIME WORK) FOR EACH CRAFT, TYPE OF WORKER, OR MECHANIC.

THE CONTRACTOR(S) SELECTED WILL ALSO BE REQUIRED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS AND EXECUTIVE ORDERS, INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY. ALL BIDS MUST BE ACCOMPANIED BY CASHIER'S CHECK OR BID BOND PAYABLE TO THE ORDER OF THE BLUE ISLAND PARK DISTRICT FOR TEN PERCENT (10%) OF THE AMOUNT OF THE BID AS PROVIDED IN THE INSTRUCTIONS TO BIDDERS. NO PROPOSALS OR BIDS WILL BE CONSIDERED UNLESS ACCOMPANIED BY SUCH BOND OR CHECK.

**BY ORDER OF THE BOARD OF COMMISSIONERS OF THE BLUE ISLAND
PARK DISTRICT**

PUBLICATION DATE: NOVEMBER 20, 2019

**INSTRUCTIONS TO BIDDERS
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

For the purpose of these specifications, “Owner” shall refer to the Blue Island Park District, and “Contractor” shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the contract entered into by the parties for the Splash Pad Equipment Renovation Project.

1. PLANS, SPECIFICATIONS, AND SCOPE OF WORK

Plans and specifications may be obtained at the Park District offices at 12804 Highland Avenue Blue Island, IL 60406, between 9:00 AM-5:00 PM, Monday through Friday.

The turn-key project consists of the following: furnishing all labor, equipment, materials/products and performing all project coordination necessary for installing and/or renovating the plumbing, mechanical, and electrical infrastructure for the splash pad.

2. PROPOSAL FORM

Bidders shall submit the proposal form provided, which shall be filled out completely and addressed as follows:

Blue Island Park District
Attn: Octavio Carbajal
12804 Highland Avenue
Blue Island, IL 60406

On the outside of the bid envelope, each sealed bid shall also contain the following information:

- A) **“SEALED BID – SPLASH PAD EQUIPMENT RENOVATION”**
- B) Bidder’s company name

Bids for **SPLASH PAD EQUIPMENT RENOVATION** Project shall be received at or before 5:00 PM on December 18, 2019 at which time they will be opened and read publicly.

3. ACCEPTANCE OR REJECTION OF BID

The Blue Island Park District will accept or reject bids within ninety (90) days after analysis of the proposals, and reserves the right to accept or reject any or all bids, to combine or separate any section of work, or to add or delete items in the bid if it is in the best interest of the District.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications, must have a minimum of five (5) years’ experience in aquatic

splash pad installation projects, and must be able to demonstrate that adequate persons and materials are available to perform the work. Contractor shall have completed a minimum of 5 projects of similar type in the past 10 years. The Contractor shall submit with the bid proposal no less than five (5) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. EXAMINATION OF SITE AND DRAWINGS

Before submitting a proposal, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to their bid. By submitting a bid, the bidder warrants that he / she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings.

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the bid price shall accompany each sealed bid. The surety can be in the form of a bid bond, cash or certified check and should be made payable, to: BLUE ISLAND PARK DISTRICT. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the District's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance.

7. PERFORMANCE BOND

Where the Contract Sum exceeds \$50,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material (aka Payment) Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety authorized by the State of Illinois to sell such insurance and otherwise satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for

which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

8. LIENS

Waivers of lien shall be submitted with all payment applications. Waivers shall be supplied from all subcontractors and suppliers involved in the contract work. Neither final payment nor any part of the retained percentages shall become due until the contractor delivers to the Owner a complete release of all liens arising out of this contract.

9. ASSIGNMENT AND SUBCONTRACTORS

The Contractor shall not assign any part of this contract, or award any work under this contract to any Subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.

10. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements set forth below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. General Liability coverage.
2. Automobile Coverage.
3. Workers' Compensation insurance as required by statute and Employers Liability Insurance.

B. Minimum Limits of Insurance. See **Special Conditions**.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the District. At the option of the District either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing

payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. Regarding General Liability and Automobile Liability Coverage.

- a. The District, its officers, officials, employees and volunteers, WT Group, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.
- b. The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the District, its officers, officials, employees, volunteers, or agents.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

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

3. All Coverage

- a. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

- E. Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage.** Contractor shall furnish the District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Subcontractors.** Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- H. Indemnification Clause.** Contractor shall protect, defend, indemnify and hold harmless, the Blue Island Park District, their officers, employees, and agents, and WT Group, their officers, employees, and agents from and against all claims, actions, suits, judgments, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising out of:
1. Contractor's performance of, or failure to perform, the work in accordance with the terms of the Contract.
 2. Infringement (actual or claimed) on patents, copyrights or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
 3. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of property, including the loss of use thereof;
 - a. caused in whole or in part by any act, error or omissions by Contractor, subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder,
 - b. arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks and property adjacent thereto;
 - c. arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

- I. An endorsement containing the following:** “Solely as respects to work done by and on behalf of the named insured for the Blue Island Park District, it is agreed that the Blue Island Park District, its officers, officials, employees, volunteers, and agents, WT Group, City of Blue Island, and Cook County are added as additional insured under this policy.”

11. FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS

In the event the Contractor does not comply with any provision of the Illinois Prevailing Wage Act, Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission’s Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, 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.

Contractor agrees to the following:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

12. EMPLOYMENT OF ILLINOIS WORKERS

The Blue Island Park District is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act, Illinois Revised Statutes, Chapter 48; Paragraph 2201, et seq. Contractor shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Act, and any rules or regulations promulgated by the State of Illinois with regard to the Act will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

13. PREVAILING WAGE LAW

The Blue Island Park District is a public body that is subject to the Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Paragraph 39s-1, et seq. Contractor shall comply at all times with the provisions of the Act to the extent that the Act applies. Failure of Contractor to comply with the Act, including, but not limited to the inspection of records, and any rules

or regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor's bonds shall include such provision and will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work. Contractor shall allow the District access to these records for inspection purposes at any reasonable hour and upon reasonable notice.

14. CERTIFIED PAYROLL:

The Contractor and each subcontractor shall follow Illinois Public Act 094-0515 concerning Certified Payroll (an amendment to the Prevailing Wage Law). This includes making and keeping records for a period of 3 years of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day and the starting and ending times of work each day; and submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project (Blue Island Park District at 12804 Highland Avenue, Blue Island, Illinois, Attn: Octavio Carbajal). The certified payroll shall consist of a complete copy of the records identified above. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that (i) such records are true and accurate: (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act: and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. If the Contractor determines that the Prevailing Wage Act does not apply to it, it may provide, in lieu of the certified payroll, a certified letter certifying the Act does not apply.

Upon two (2) business days' notice, the contractor and each subcontractor shall make available for inspection the records identified above to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents.

15. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall not discriminate on the basis of disability, and shall comply with pertinent sections of the Americans with Disabilities Act.

16. CHANGES IN THE WORK

After the award of the contract, the Contractor shall be advised who the Owner's Representative shall be on this project. Minor field changes that are in the best interest of the Owner may be made by the Owner's Representative, with the understanding of both parties that no change in contract price is involved. Where adjustment of contract price is made, a written "Change Order" shall be submitted to and accepted by the Blue Island Park District before any change is made.

17. PAYMENT

For projects extending longer than a month, payment request shall be made monthly for that portion of the project which has been completed. Payment request are due no later than the 1st of the month with all necessary documentation to WT Group, Inc. An amount equal to ten percent (10%) shall be withheld from each payment until sixty (60) days after final acceptance by the Owner.

18. SCHEDULE OF WORK

The Contractor shall commence work as soon as possible. Work shall be completed by May 1, 2020. The Blue Island Park District shall pre-approve the Contractor's proposed start date of project.

19. GUARANTEE

Except as otherwise specified, the Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from date of final completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract documents, shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise, the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

20. INTERPRETATION OF CONTRACT AND BID DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the Work which IS to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications.

If Contractor is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of

bids. Address all communications to the Park District and to the Engineer [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the engineer and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

20. COMPLIANCE WITH ALL LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

**GENERAL CONDITIONS
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

1. TERMS

“Owner” shall refer to the Blue Island Park District. “Contractor” shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. WT Group shall refer to the firm that prepared construction documents and is undertaking construction observation. “Owner’s Representative” shall refer to a designated employee or employees of the Owner

2. LAWS AND PERMITS:

Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner to liability. Contractor shall perform all work and use only those materials conforming to city, county, state and federal codes regarding health, safety and welfare. The Owner shall not be held responsible for failure of work or materials that do not conform to codes. Prior to beginning the work, Contractor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work.

3. INTENT OF CONTRACT DOCUMENTS:

The contract, including these instructions and other supporting documentation, is intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

Contractor may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

4. PLANS & SPECIFICATION DIMENSIONS:

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Owner’s Representative for a final decision or interpretation. Do not scale drawings.

5. ERRORS AND DISCREPANCIES

If the Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify the Owner immediately.

The Owner shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractor's risk. The Owner reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.

When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. The Owner shall be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

6. SUBSTITUTIONS

Each bid or proposal shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from the Owner shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.

Requests for substitutions shall be made five (5) calendar days prior to bid opening date to the Owner. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by the Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

7. CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify the Owner, in writing, a minimum of 48 hours in advance of beginning the work, and shall notify the Owner a minimum of 48 hours in advance by phone when approvals are needed including: layout staking, all grading, drainage, and other major items of construction for field checking of construction Engineer. Copies of material delivery tickets shall be furnished to the Owner.

All work and materials shall be open to the inspection of the Owner at all times. The Contractor shall also furnish upon request of the Owner at his expense, a person or persons familiar with the project to review work on site and discuss any matters with the Owner

about the work or Contract when the Owner gives 48 hours' notice for such a meeting or whenever Contractor's staff is present at the site.

8. SUBCONTRACTORS AND SUPPLIERS

Contractor shall provide a list of subcontractors and suppliers to the Owner for approval prior to commencing the work. When any subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by the Owner Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

When applicable, all work requiring pre-qualification with the Illinois Department of Public Health will be performed by Contractor or subcontractors that have been so pre-qualified.

9. OWNER'S RIGHT TO DO WORK:

The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the work with other work.

10. RIGHT TO SUSPEND WORK:

The Owner will notify contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Where due work may be suspended for unsuitable weather, other conditions unsuitable for the prosecution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of the Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authority of the Owner.

11. ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

Alterations, extensions and deductions shall be authorized by a written change order issued by the Owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

In the case of work specified by the Owner to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule

of Unit Prices in the bid proposal, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than thirty-five percent (35%).

12. DISCHARGE OF EMPLOYEES:

When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Owner's Representative may suspend the work.

13. USE OF SITE

Contractor shall confine equipment, material storage and workers operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

1. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.
2. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
3. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or manufactured drainage ways. Follow Erosion and Sediment Control requirements of the City of Blue Island.
4. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads including one stabilized construction entrance where stated on Plans along Western Avenue as necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved prior to construction.
5. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.

6. Parking. Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.

14. WORK SITE SAFETY

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is responsible for protecting public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.

Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during construction. When the site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.

Contractor shall have no claim against the Owner or Engineer because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

When Owner's Representative deems any operation, condition or practice to be unsafe Contractor shall take corrective action before affected work is resumed. Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval and under the direction of Owner's Representative: Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense. Contractor shall protect the Owner's employees and the public by maintaining barricades, warning signs, flags, lights and temporary passageways around construction areas, covering holes, properly storing materials and equipment and providing other suitable methods for the protection of said persons.

15. LABOR, EQUIPMENT AND METHODS

Contractor shall at all times employ sufficient labor and equipment for prosecuting the work in the manner and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work. Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Owner's Representative.

The specified methods and equipment shall be used in the prosecution of the work unless otherwise authorized by Owner's Representative. Contractor may make a written request to Owner's Representative to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods, equipment and an explanation of the reasons for the substitution. When Owner's Representative authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. If Owner's Representative determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner's Representative. No increase will be made in payment or in contract time as a result of authorizing a change in methods or equipment under these provisions.

16. INSPECTION AND TESTING

Materials and equipment to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, the Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

17. SUBMITTALS

Contractor shall submit to Owner's Representative required shop drawings (three sets each), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the contract. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment or work having a well-known, technical or trade meaning but not specifically defined in the contract, shall be construed in accordance with such well-known meaning recognized by Architects and Tradesmen.

18. REMOVAL OF DEFECTIVE WORK

The Owner may reject and require correction of any work that does not conform to the contract. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without additional cost to the Owner. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.

Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Engineer waives the right to later complain about defective materials or workmanship even after final acceptance.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction, plus the Owner shall allow Contractor 10%.

19. COMPLETION DATE

Contractor warrants that the completion date specified in the Instructions to Bidders allows a reasonable time for completion of the work for the Contract price taking into consideration natural and manufactured conditions that may affect the work.

20. CLEANING UP

Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. Upon completion of the work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written request by the Owner's Representative, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.

Dust shall be kept to a minimum during construction by means of wetting the site or other approved methods. The Contractor shall wash down all existing sidewalks and roadways on and off site once a week during construction to keep the area clean. See also Restoration of Disturbed Areas / Site Cleanup in Special Provisions.

21. PAYMENT

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to the Owner for approval in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid proposal

item number and quantity, and include waiver of liens as specified in the Instructions to Bidders. The Owner shall retain ten percent (10%) of each payment. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the work.

The Blue Island Park District pays invoices on the third Monday of each month. In order to receive payment in the same month, all invoices should be submitted to the Owner by the first day of the month.

The Owner shall make a final inspection of work after Contractor notifies the District that work is substantially complete. The Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractor's completion of all punch list work, the Owner shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee or work as stated in the Instructions to Bidders.

Upon written final acceptance, the Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to the Contractor within sixty (60) days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

22. OWNERSHIP OF PLANS, SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by or purchased are properties of the Owner and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion.

23. FREEDOM OF INFORMATION ACT REQUESTS

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**SPECIAL CONDITIONS
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

INSURANCE

To keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
 - a) State: Statutory
 - b) Applicable Federal (e.g., Longshoremen's): Statutory
 - c) Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate
 2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

BID FORMS
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Instructions to Bidders, General Conditions and other Special Conditions, apply to this Section.

- B. Copies of the Bid Form are bound into the Project Manual, but will also be made available to all Contractors. The Bid Form Documents are as follows:
 - 1. Bid Proposal Form
 - 2. Bid Requirements
 - 3. Compliance Attachment
 - 4. Fair Employment Practices Affidavit
 - 5. Bid Rigging, Bid Rotating Certificate
 - 6. Indemnity and Hold Harmless Agreement
 - 7. Reference Information
 - 8. Bidder's Signature Sheet

**BID PROPOSAL FORM
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

SUBMIT IN A SEALED ENVELOPE LABELED:

SEALED BID ENCLOSED FOR THE

SPLASH PAD EQUIPMENT RENOVATION

To the: Blue Island Park District
12804 Highland Avenue
Blue Island, Illinois
Attn: Octavio Carbajal

Proposal of:

(Company Name) _____
(Contact Name) _____
(Address) _____
(Telephone) _____
(Email) _____

The Contract Documents for the proposed project are those prepared by WT Group, 2675 Pratum Avenue, Hoffman Estates, IL 60192 and the Blue Island Park District. Contractor may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

BASE BID

I (we) propose to provide all labor, materials, services and equipment necessary for completion for the Work stated in the Documents for the sum of:

_____ Dollars (\$_____)

ALLOWANCE 1: _____

ALLOWANCE 2: _____

Recognition of Addenda 1: _____

Recognition of Addenda 2: _____

ALTERNATE NO. 1: \$ _____

UNIT PRICE 1: _____/SF

UNIT PRICE 2: _____/LF

SUBCONTRACTORS: List Name, Address, Phone and Scope of Work

1. _____

2. _____

3. _____

Provide additional sheet as necessary.

**BID REQUIREMENTS
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

1. 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.
2. The undersigned further declares that he has carefully examined all of the Bid Requirements, including without limitation, the proposal, plans, specifications, form of contract and contract bond, and general and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction and understands that in making this proposal he waives all right to please any misunderstanding regarding same.
3. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the Work, and to furnish all the materials and/or equipment specified in or implied from the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned agrees to furnish unit prices as may be requested by the Owner / Engineer for use in computing the values of extras and deductions.
5. The undersigned further agrees that if the Owner decides to extend or shorten the improvements, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he shall perform the Work as altered, increased or decreased.
6. The undersigned further agrees that the Owner / Engineer may at any time during the progress of the Work covered by this contract, order other work or materials incidental thereto and that all such work and materials shall be performed as extra work, and that he will accept as full compensation, therefore the actual cost plus overhead and profit as outlined previously on this Bid Form.
7. The undersigned further agrees that the Owner reserves the right to include liquidated damages in the Owner / Contractor Agreement should circumstances warrant.
8. Bids shall be valid for a period of ninety (90) days from the date of the bid opening. Bid Security checks shall be returned by the Owner upon signing of the Contract.
9. The undersigned agrees to submit proof of ability to obtain the required Certificates of Insurance and Performance and Payment Bonds within ten (10) days of bid award.

10. The undersigned further agrees that he has reviewed all of the documents listed in the "Bid Specifications."

Contractor Name

Contractor Signature

Date

**CONTRACTOR REFERENCES
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

CONTRACTOR: _____

CONTACT: _____

SIGNATURE: _____

PHONE: _____

FAX: _____

ADDRESS: _____

Contractor References:

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) _____

Project Description and Contract Amount: _____

2) _____

Project Description and Contract Amount: _____

3) _____

Project Description and Contract Amount: _____

**CONTRACTOR SIGNATURE SHEET
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

The undersigned bidder has carefully examined the plans and specifications for the Splash Pad Equipment Renovation in Blue Island, Illinois as prepared by the Blue Island Park District and WT Group and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

IF AN INDIVIDUAL:

Signature of Bidder _____

Business Address _____

IF A PARTNERSHIP:

Firm Name _____

Signed by _____

Business Address _____

Names and Address of
Members of Firm _____

IF A CORPORATION:

Corporate Name _____

Signed By _____

Business Address _____

Names of Officers _____
(President)

CORPORATE SEAL _____
(Secretary)

ATTEST _____ / Secretary

**CONTRACTOR COMPLIANCE ATTACHMENT
SPLASH PAD EQUIPMENT RENOVATION
BLUE ISLAND PARK DISTRICT**

- A. The Contractor shall abide by and comply with all applicable local and State laws relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment as set forth in the IL Human Rights Act; 2) any and all applicable workmen's compensation laws; and 3) wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project worksite.
- B. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the Blue Island Park District and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of the specified project facilities.
- C. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- E. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the IL Dept. of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Dept. of Human Rights upon request.
- F. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who

has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project Engineer.

- G. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

Contractor Name

Contractor Signature

Date

OWNER:

BLUE ISLAND PARK DISTRICT
12804 HIGHLAND AVENUE
BLUE ISLAND, ILLINOIS 60406

STATE OF ILLINOIS }
 }
COUNTY OF COOK }

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS CAN BE ACCEPTED BY THE OWNER UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

I, _____ (print name of person making the affidavit), being first duly sworn, deposes and says that he is the _____ (title or office) of _____ and that he has authority to make the following affidavit; that he certifies that _____ (name of company) is an “equal opportunity employer” as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference and that under Federal Executive Order #13,224, the bidder should certify that he/she/it is not on the Specially Designated Nations and Blocked Persons List.

DATE: _____ BY: _____ TITLE: _____

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being (Name of Signatory) first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____ (Seal)
Notary Public

OWNER:

BLUE ISLAND PARK DISTRICT
12804 HIGHLAND AVENUE
BLUE ISLAND, ILLINOIS 60406

STATE OF ILLINOIS }
 }
COUNTY OF COOK }

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E 11), and

WHEREAS, Section 33E 11 of the Criminal Code (720 ILCS 5/33E 3 and 4) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid rigging or bid rotating under paragraphs 720 ILCS 5/33E 3 and 4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above-named public body, in writing, with seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE:_____ BY:_____ TITLE:_____

STATE OF ILLINOIS }
 }
COUNTY OF COOK }

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first

(Name of Signatory)

duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____ (Seal)

Notary Public

OWNER:

BLUE ISLAND PARK DISTRICT
12804 HIGHLAND AVENUE
BLUE ISLAND, ILLINOIS 60406

STATE OF ILLINOIS }
 }
COUNTY OF COOK }

INDEMNITY & HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Owner and its agents, officers, and employees, WT Group, and its sub-consultants, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Owner for its own negligence. The Contractor shall indemnify, keep and save harmless the Owner only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

DATE:_____ BY:_____

TITLE:_____

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first (Name of Signatory) duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated:_____ (Seal)

Notary Public

EXISTING CONDITION & OWNER PROVIDED INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. Any Document attached hereto is not part of the Contract Documents.

1.2 DIRECT OWNER PURCHASE

- A. Contractor must be certified by the Illinois Department of Public Health as a "Pre-Qualified Pool Contractor" in order to perform this contract.

END OF DOCUMENT

SUPPLEMENTAL GENERAL CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 SUMMARY

A. In addition to the General Conditions from: "General Conditions of the Contract for Construction, American Institute of Architects Standard Form A.I.A. - A201/2007 Electronic Format Edition, is hereby made part of the Construction Documents, and are bound herein. Moreover, Contractor may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION