



REQUEST FOR PROPOSALS
Solicitation No: RFP 12.02.2024

For the rehabilitation and conversion of two existing tennis courts into one tennis court and two pickleball Courts with a fence in between the pickleball courts at Country Gardens Park, 901 N. Schoenbeck Rd in Prospect Heights, IL

RFP Closing
December 2, 2024, at 2:00 PM CST

Issued by:
Prospect Heights Park District
110 West Camp McDonald Rd
Prospect Heights, IL 60070
November 13, 2024

Revised 11/20/2024

addenda added

PROJECT

In 2017, asphalt stone slip sheet and overlay were installed for two tennis courts at Country Gardens Park. Prospect Heights Park District is now requesting proposals for the rehabilitation and conversion of two existing tennis courts into one tennis court and two pickleball courts with a divider fence in between the pickleball courts at Country Gardens Park, 901 N. Schoenbeck Rd in Prospect Heights, IL

SCOPE OF WORK

- Remove existing tennis nets and posts
- Repairs cracks in asphalt court
- Resurface courts with acrylic surfacing
- New lines will be configured and painted with colors selected by Park District
 - East existing court will be lined for one tennis court
 - West existing court will be lined for two pickleball courts
- Core holes in asphalt for new interior fence and tennis and pickleball posts
- Provide and install interior chain link fence between the pickleball courts
 - Fence to be 4 ft tall, Schedule 40 Black Powder Coated posts and top rails, and 9-gauge fabric black coated
- Provide and install tennis and pickleball post and nets
- Responsible for cleaning site of debris.

RFP TIMELINE

NOV 13, 2024

Invitation to Bid posted on www.phparks.org and printed in The Journal & Topics Newspaper

NOV 21, 2024

An optional pre-Bid meeting is scheduled for Thursday Nov 21 at 9:00am CST at Country Gardens Park, 901 N. Schoenbeck Rd in Prospect Heights, IL.

NOV 22, 2024

All questions must be sent via email to Mark Grassi at mgrassi@phparks.org Deadline for questions is 5:00 PM on Friday November 22, 2024. Questions received after this time may or may not be addressed. Replies will be made by Addenda. Addenda may be issued at any time during Bidding period. Addenda will be sent to all known Bidders. Addenda becomes part of the Contract Documents.

DEC 02, 2024

Sealed bids for the project will be received at the Gary Morava Recreation, 110 W Camp McDonald Road, Prospect Heights, Illinois 60070, until 2:00 p.m. local time on Monday, December 02, 2024. Late proposals will not be accepted.

Each Bid must be placed in a sealed opaque envelope and shall clearly be marked "Sealed Bid for the Prospect Heights Country Gardens Tennis Courts" and addressed and delivered to the Prospect Heights Park District, Attn: Mark Grassi, Superintendent of Parks & Facilities, 110 W Camp McDonald Road, Prospect Heights, IL 60070.

Bids must be signed by an authorized official of the Contractor's organization, and the name of the official and title typed below the signature. Electronic Bids, mail or facsimile, will not be accepted. Award shall be made within the scheduled time frame unless the award date is extended by the Park Board of Commissioners. Bids that contain irregularities of any kind may be declared unacceptable at District's discretion.

No Bid may be withdrawn after the scheduled closing time for receipt of Bids. Prior to Bid opening, a Contractor may correct, modify, or withdraw its proposal by making the request in writing prior to the time and date of the Bid opening. All corrections and modifications must be delivered to the Superintendent of Parks and Facilities in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction to the original Bid submitted, and identifying the Bid by name, number, and opening date.

The District reserves the right to waive all technicalities, to accept or reject any or all Bids, to accept only portions of a Bid and reject the remainder. The District will award the Contract to the lowest responsible and responsive Bidder, as determined by the District. In considering the Bidder's responsibility, the District may evaluate, among

other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, the performance of the Bidder on other projects, and whether the Bidder is debarred by the Illinois Department of Labor from performing public works projects in Illinois. The District may use all publicly available information to make the evaluation. The "lowest" bid may be determined by the District with reference to the lowest base bid, or base bid plus any alternates or combination of alternates and base bid that the District determines to be in its best interests.

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 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. After the Bid opening, no Bid may be withdrawn, and all Bids shall remain firm for sixty (60) days.

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.

The Prospect Heights Park District is an Equal Opportunity Employer and encourages "minority" business firms to submit Bids on the approved Project and encourages the successful contractor(s) to utilize minority businesses as sub-Contractors for supplies, equipment, services, and construction.

DEC 17

The Bid will be approved and awarded at the Park Board meeting on December 17, 2024, at 7:00pm. Bid awards made by the Park District Board may be corrected or amended at the sole discretion of the Park District Board prior to the District's execution and delivery of a signed agreement to a Contractor.

MARCH 1 – APRIL 30, 2025

The work is expected to begin and end in this 2-month period. Exact times and dates will be agreed upon by the Contractor and the District

REQUIREMENTS OF BIDDERS OR INSTRUCTIONS TO BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
2. On a separate sheet, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.
3. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Other required submittals include (1) Bid Form, (2) Contractor Compliance And Certifications Attachment and (3) Substance Abuse Prevention Program Certification. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid. The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

PREVAILING WAGE

The Owner has determined that the Illinois Prevailing Wage Act applies to this work and therefore Contractor shall comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website:

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

BID FORM

Proposal of (name of Contractor) _____

hereinafter called "Bidder", (a)/(an) (corporation, partnership, individual) doing business as

_____ To the Prospect Heights Park District, herein after called the "District."

The Bidder, in response to the District 's Advertisement for Bids for the Prospect Heights Country Gardens Tennis Courts having examined the Plans and Specifications, hereby proposes to furnish, and deliver all labor, materials and supplies in accordance with the Specifications, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Prospect Heights, Illinois.

Bidder acknowledges receipt of the following Addenda (if applicable), which will be part of the Contract Documents:

Numbers: _____, _____, _____, _____.

Bidder hereby agrees to start work after receipt of "Notice to Proceed" from the District and to substantially complete the Project/provide the services as and when specified. Communications concerning this Bid shall be addressed to the Bidder indicated below:

Name:

_____ Street

Address:

_____ (City) (State) (Zip)

Phone: _____

Email: _____

If Bidder is:

An Individual:

By:

_____ (SEAL)

(Individual's Name)

doing business as:

Business Address:

Phone Number:

Email:

If Bidder is:

A Partnership:

By:

(SEAL)

(Firm Name)

General Partner

Business Address:

Phone Number

Email:

If Bidder is:

A Corporation:

By:

(SEAL)

(Corporation Name)

State of Incorporation

By:

(Name of Person Authorized to Sign)

Title:

Attest:

(Secretary)

(CORPORATE SEAL)

Business Address:

Phone Number: _____

Email: _____

By submission of its Bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
2. To hold the Bid open for nineteen (19) subsequent to the date of the Bid opening.
3. To enter into and execute a Contract with the District within ten (10) days after the date of the Notice of Award, if awarded on the basis of this Bid, and in connection therewith to:
 - a) Furnish all bonds and insurance required by the Contract Documents.
 - b) Accomplish the Work in accordance with the Contract Documents; and
 - c) Complete the Work within the time requirements as set forth in the Contract Documents.
4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and/or Specifications in its entirety, in order to determine how these affect the Bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

6. To commence work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
7. To give the total base Bid amount, the total add-alternate and/or subtract-alternate amounts (if requested) both in words and in figures. The total Bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

Bidder agrees to perform all of the work described in the Contract Documents for the following price: Grand Total \$ _____

Grand Total (in writing):

Sworn and subscribed to before me this _____ day of _____, 2024

Notary Public or Other Officer Authorized to Administer Oaths.

(Notary Signature)

My Commission expires:

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by District.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. The contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete, and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, 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; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractors are not barred from Bidding on or entering into public contracts due to having been convicted of Bid-rigging or Bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or District s of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the District, immediately in writing, if it occurs during the Bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the

following information: (i) a statement on 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, investigative and complaint process available through the Illinois Department 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. The contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) 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 District.
- G. (i) Contractor's Bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any Bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the District has any direct or indirect financial interest in Contractor's Bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the District and the District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Neither Contractor 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.

- I. Contractor is not barred from contracting with the District because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands, and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- K. Contractor knows, understands, and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- L. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Prospect Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR _____

By: _____

Its: _____

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

Dated _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor / Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Prospect Heights Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq.

[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated: _____

Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated _____

Signature of Authorized Representative

Appendix A

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

COMMERCIAL, GENERAL AND UMBRELLA LIABILITY INSURANCE

The contractor shall maintain commercial general liability (CGL) and commercial umbrella insurance with a limit of not less than \$2,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage. Contractor shall also maintain by endorsement or separate policy Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE

The contractor shall maintain business auto liability and commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The contractor shall maintain Umbrella Excess Liability insurance in an amount of \$2,000,000 over Primary Insurance.

WORKERS COMPENSATION INSURANCE

The contractor shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Contractors work.

SURETY BOND

Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Agency as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Agency Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall 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

GENERAL INSURANCE PROVISIONS

1 Evidence of Insurance Prior to beginning work, Contractor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2 Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M.

Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3 Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4 Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

DRAFT CONTRACT FOR PROJECT

This agreement, made this XXth day of Month, 2024 between the Prospect Heights Park District (“Agency”), Cook County, Illinois, hereinafter referred to as "Agency" and Contractor, hereinafter referred to as "Contractor." The Agency and the Contractor are sometimes hereinafter referred to as “Party” and collectively as “Parties.”

WITNESSETH

That the Agency and Contractor, for the consideration hereinafter named, agree as follows:

Section I-Contract Documents

The Contract consists of this document together with

all of which are attached hereto (“Contract Documents”). These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence upon issuance of Notice to Proceed, expected to be released on Month xx 2024.

The Contractor shall be completed with the work by Month XX, 2024.

Time is of the essence for all matters concerning this Contract.

Section IV- Contract Sum

The Agency agrees to pay the Contractor for the performance of the Contract Work in the manner set forth in the Contract Documents. The Contract Sum is: dollar amount in words (**\$X,XXX.XX**). Payment(s) shall be made to the Contractor by the Agency only after the Contractor has fully performed the Contract Work and fulfilled the terms of the Contract Documents.

Section V- Additional Terms

1. The contractor, subcontractors, and suppliers shall perform all work required for the Project in a good and workmanlike manner.
2. The Agency has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Agency. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Agency against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Agency agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website:

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

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the

prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

(2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

3. 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, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. 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 operate as a limitation on the laws, regulations and rules with which Contractor must comply: 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, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security 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.
4. Any and all documents and improvements subject to this Contract are, at all times, property of the Agency.
5. Contractor shall file a written substance abuse prevention program with the Agency for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.
6. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Agency as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Agency Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall 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.

Section VI- Insurance

1. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor,

the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor.

2. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- i. Broad Form Comprehensive General Liability, or the most recent revision.
- ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.

3. Minimum Limits of Insurance.

Provider shall maintain limits no less than:

- a. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

4. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:

- a. The Agency, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, elected and appointed officials, employees, volunteers, or agents.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Agency, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, elected and appointed officials, employees, volunteers, or agents.

d. Coverage shall state that 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.

5. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

6. All Coverages.

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

7. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

8. Verification of Coverage.

Contractor shall furnish the Agency 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 Agency before the premises are occupied. The Agency reserves the right to require complete certified copies of all required policies, at any time.

9. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Agency and shall indemnify the Agency and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Agency would otherwise have. The Contractor shall similarly, protect, and indemnify the Agency, its officers, elected and

appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VI- Assignment

This Contract is nonassignable in whole or in part by either Party, and an assignment shall be void without the prior written consent of Agency, whose consent shall not be unreasonably withheld.

Section VII- Contractor Status

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the Agency; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section VIII- Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section IX – Further Assurances

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Agency, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Agency for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Agency, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Agency.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

PROSPECT HEIGHTS PARK DISTRICT

By: _____

By: _____

CONTRACTOR

By: _____

By: _____

Addenda (becomes part of the Contract Documents)

The bidders do NOT need to provide a bid bond with sealed bid.