



**Bid Documents**  
**2019 Legacy Park Playground**  
**Improvements**

Bids are due and will be opened and read aloud on  
**July 25, 2019 at 1:00 p.m.** at the  
Arlington Heights Park District Administrative Offices  
410 N. Arlington Heights Road  
Arlington Heights, Illinois 60004

**July 12, 2019**

## **BID NOTICE**

The Board of Park Commissioners of the Arlington Heights Park District, Arlington Heights, Illinois, invites proposals for **2019 Legacy Park Playground Improvements Bid**. The scope of work includes the installation of playground equipment, artificial turf safety surfacing, and a basketball stand/hoops at Legacy Park Playground. Sealed bids will be received at the Arlington Heights Park District Office located at 410 N. Arlington Heights Road, Arlington Heights, Illinois until **July 25, 2019 at 1:00 p.m.**, at which time bids will be publicly opened. A contract will be considered for award on **August 13, 2019**, the regular business meeting of the Park Board of Commissioners.

Bid documents, including Plans and Specifications required for bidding purposes are available by download from the park district website [www.ahpd.org](http://www.ahpd.org). No plan deposit is required to obtain bid documents.

All bidders are required to furnish a Bid Bond, Cashier's or Certified Check for 10% of the total contract amount at the time of bidding. No bids will be withdrawn without the written consent of the Arlington Heights Park District. If a Bid is withdrawn, the Bidder will not be permitted to submit another Bid for the same Project. Only bids in compliance with the provisions of the Bid Documents will be considered. The successful bidder will be required to furnish a satisfactory Performance Bond and Labor and Material Payment Bond for the total contract amount.

This is a Prevailing Wage Schedule project and the contractor and all subcontractors are to pay the prevailing wage for Cook County for the life of the project and are responsible for keeping up with all changes in accordance with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/5 with amendments to sections 5, 6, and 11a effective 1/1/2012)..

The Board of Park Commissioners of the Arlington Heights Park District reserves the right to reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful Bidder against the Arlington Heights Park District. Bids will be considered firm for a period of sixty days (60) days. The Arlington Heights Park District reserves the right to reject any or all bids or portions of bids/portions of work and waive any informality or technicality in bidding if it should be deemed in the in the interest of the Park District.

By Order Of:  
Board of Park Commissioners  
Arlington Heights Park District

**Published: July 12, 2019 - Daily Herald Newspaper**

## **INVITATION TO BID**

The Board of Park Commissioners of the Arlington Heights Park District, Arlington Heights, Illinois, invites proposals for **2019 Legacy Park Playground Improvements Bid**. Sealed bids will be received at the Arlington Heights Park District Office located at 410 N. Arlington Heights Road, Arlington Heights, Illinois until **July 25, 2019 at 1:00 p.m.**, at which time bids will be publicly opened. A contract will be considered for award on **August 13, 2019, the** regular business meeting of the Park Board of Commissioners.

Bid documents, including Plans and Specifications required for bidding purposes are available by download from the park district website [www.ahpd.org](http://www.ahpd.org). No plan deposit is required to obtain bid documents.

## **INSTRUCTIONS TO BIDDERS**

### A. DEFINITIONS

1. The following words and phrases, used herein, shall have the meaning ascribed to them as follows:
2. "Owner", "Park District" or "AHPD" shall mean the Arlington Heights Park District
3. "Bidder" shall mean each company, offerer or vendor providing a bid
4. "Bid" means the price offered by the bidder for the services or project.
5. "Successful Bidder" or "Vendor" shall mean the Bidder that receives the award of contract from the Owner.
6. "Director" shall mean the Executive Director of Parks and Recreation of the Arlington Heights Park District or his designated representative.
7. "Contract Documents" shall mean: (i) these General Conditions and Instructions to Bidders and General Requirements, (ii) including but not limited to all Plans, Specifications and Drawings referenced therein prepared by the Owner, Engineer, Architect or other Consultant; (iii) the Bid Form to be submitted on form furnished in this document, (iv) the Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement"), (v) Performance Bond and Payment Bond or irrevocable letter of credit as described in the Agreement.
8. Whenever the term "*addenda*" appears in any of the Contract Documents, it will be understood to refer to any written or graphic instruments issued prior to the bid opening which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed. Changes or corrections may be made by the Arlington Heights Park District to the Contract Documents after they have been issued and before the Bid Opening. In such case, a written addendum describing the change or corrections will be issued by the Park District or Engineer to all bidders on record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents.

## B. PROJECT SCOPE

1. The project scope of work involves furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, provision and installation of 2019 Legacy Park Playground Improvements, in accordance herewith and in accordance with the plans, specifications and drawings dated **July 12, 2019** and any authorized change orders which have been signed by both parties hereto, and which are hereby incorporated herein by reference.
2. The project scope includes the installation of playground equipment, artificial turf safety surfacing, and a basketball stand/hoops as specified in the bid documents and construction drawings.
3. The Playground Equipment will be purchased by the Owner, independent of this Bid.

## C. PROJECT IDENTIFICATION AND LOCATION

**Project Identification:** 2019 Legacy Park Playground Improvements

**Project Location:** Legacy Park  
660 N. Ridge Ave.  
Arlington Heights, IL

**Project Contact:** Ben Rea Park Director of Parks & Planning  
[brea@ahpd.org](mailto:brea@ahpd.org) (847) 506.7143

## D. PROJECT SCHEDULE

1. The project schedule will become vital to the project. It is recommended all contractors familiarize themselves with the Project Schedule indicated in this project document.
2. The Contractor shall submit their recommended complete schedule, sequencing and approach to the project as a portion of their submittal in the bid form.
3. **Start Date: Following Notification to Proceed – 08/16/19**  
**Substantial Completion Date: 09/30/19**
4. Upon signing an agreement between the Responsive Bidder and the Arlington Heights Park District, it is understood and mutually agreed by and between the Contractor and the Owner that the starting date and the substantial completion date as specified above are essential conditions of this contract.
5. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

- a. Unforeseeable causes beyond his control and without fault or negligence, including but not restricted to acts of God, or of public enemy, acts of the Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, strikes, freight embargoes, acts of domestic terrorism, and severe weather.
  - b. To any preference, priority or allocation order issued by the government.
6. The Contractor shall notify the Owner in writing within ten (10) days from the beginning of such a delay, the causes of the delay, time lost and solutions to get back on the construction schedule. The Owner will ascertain all the facts and extent of the delay and notify the Contractor in writing within five (5) days of their decision in the matter.

#### E. RECEIPT AND OPENING OF BIDS

1. All bids are due no later than **June 25, 2019 at 1:00 p.m.** at 410 N. Arlington Heights Rd., Arlington Heights, IL 60004.
2. The Park District reserves the right to reject any or all bids and to waive any formality or technicality in any Proposal in the interest of the Park District.
3. Any bid received after specified bid opening time will not be considered.
4. Contractor is required to hold bid pricing for sixty days (60) calendar days after bid opening.

#### F. PREPARATION OF BIDS

1. Each bid shall be submitted on the Bid Form furnished in these documents. The bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the proposal forms.
2. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, and enclosed in an opaque envelope, sealed, and clearly addressed as follows:

**SEALED BID: 2019 Legacy Park Playground Improvements**

The envelope shall also contain the name and address of the bidder. The Park District will not be responsible for premature opened envelopes that are not properly marked.

#### G. EXAMINATION

1. Each bidder shall first examine the project site, taking into consideration all such conditions that may affect this work. A submission of a proposal implies that this examination has been made. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. The Arlington Heights Park District will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.
2. Before submitting a Proposal, the Bidder shall carefully examine the Project Documents and Plans, visit the site of work, fully inform themselves of all existing conditions and limitations, and

include in the Proposal a sum to cover the cost of all items included. The Bidder shall make intelligent observations and inquiry as to conditions at the Project Site. No pleas of ignorance, oversight or miscalculation of the conditions prevailing shall suffice to permit withdrawal of a Proposal submitted or to invalidate the Contract or Bond after its execution.

#### H. QUALIFICATIONS OF BIDDER

The Park District may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the Affidavit of Experience form in these Bid Documents and submit such form with the bid form. The Park District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form.

#### I. ADDENDA AND INTERPRETATION

1. All interpretations and requests for interpretations of the Bid Documents shall be made in writing no later than **Monday, July 22, 2019 at 4:00 p.m.** Any addenda shall become part of the Contract Documents.
2. Any addenda must be acknowledged by the bidder and shall become part of the Contract Documents.

#### J. CONTRACT DOCUMENTS

The Bidder to whom the project is awarded will be required to enter into a contract with the Arlington Heights Park District for the extent of the work and contractual amount until the completion of the agreed work. The awarded Bidder will be required to enter into a contract with the Park District within ten (10) days after acceptance of the bid price.

#### K. BOND REQUIREMENTS

1. Bid Bond/Bid Security - The Bidder shall submit with his bid, a Bid Bond, Cashier's Check or Certified Check in an amount not less than 10% (ten percent) of the amount of base bid.
  - a. The bid security shall be made payable to the Arlington Heights Park District, and shall be attached to the proposal.
  - b. Should the Bidder fail or refuse to enter into the agreement and furnish an acceptable performance bond within ten (10) calendar days after notification of acceptance of the Bidder's proposal by the Arlington Heights Park District, the bid security shall be forfeited and become the property of the Arlington Heights Park District.
  - c. In the case of the Successful Bidder, the bid security will be retained by the Park District until receipt of all contract paperwork.
  - d. All bid securities will be returned to Unsuccessful Bidders upon request, following the receipt of all contract paperwork of the Successful Bidder.

2. Performance Bond - Within ten (10) calendar days of being awarded the Bid, the Bidder shall be required to provide a Labor and Material Payment Bond, and a Performance Bond each in the total amount of the contract sum (100%).
  - a. The Performance Bond shall guarantee faithful performance of all the provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement and payment of the prevailing wage. It shall also fully guarantee the performance and replacement of all material and equipment, including labor, for a period of one year after final acceptance of the project by the Director.
  - b. The Performance Bond shall include the following provision: "The obligations of this bond extend to the guarantee of the faithful performance of the prevailing wage clause, as provided by contract or other written instrument, in compliance with the Prevailing Wage Act, 820 ILCS 130/0 et. Seq." (Sec. 4c). (New: Sec 4(c) effective January 1, 2010, this section applies to subcontractors as well so when applicable, substitute contractor for subcontractor.
3. Labor & Material Bond - If a bid is accepted, a Labor & Materials Bond will be required, payable to the Arlington Heights Park District, for not less than one hundred (100%) percent of the contract amount will be required prior to beginning construction.

#### L. SUBMITTAL OF PLANS AND SPECIFICATIONS

1. Before commencing work, the Contractor shall submit for approval three copies of the manufacturer's information covering all materials and equipment that he proposes to furnish. The Contractor shall commence no work nor purchase any materials prior to the approval of the submittals except at the Contractor's risk. Approval of the submittals by the Owner shall not be considered a waiver of any provisions of the specifications nor shall they be construed to permit a waiver from any of the performance criteria required at the final inspection.
2. Submittals may not be required for all projects or services, and will be determined by the Owner and Contractor at a pre-construction and/or pre-services meeting.

#### M. MATERIALS

1. All materials supplied by the Contractor under the provisions of these Specifications and Plans shall be new materials of the kind and character called for. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All material and equipment to be furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
2. When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Bidder shall bid upon the item so identified. If the specifications state "or equal," bids on other items will be considered, provided the Bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.



3. The materials specified have been determined to have the characteristics appropriate for the purpose of the project. In the event, however, the clause "or equal" is used in the Specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for written approval of the Owner or his representative not less than three business days prior to bid. Bids which propose to use a non-approved alternate will be rejected. The Owner reserves the right to reject any or all bids.
4. The Park District shall have the right to approve or reject as an equal, any article the Bidder proposes to furnish which contains variations from the specifications.

#### N. AWARDING OF CONTRACT

1. It is anticipated that a recommendation will be presented to the Board of Commissioners for approval at the regularly scheduled Park Board Meeting, **August 13, 2019**. The Arlington Heights Park District reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in its bids shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel its bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
2. Award, Rejection or Negotiation of Bids – The contract will be awarded to the lowest responsible and responsive Bidder complying with all the provisions of the General Conditions and Instructions to Bidders, provided the bid price is reasonable and it is to the interest of the Arlington Heights Park District to accept it. The Arlington Heights Park District reserves the right to reject the bid or a Bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature, (b) when investigation shows that the Bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, (d) is barred from bidding on this contract or any other contract pursuant to 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 and/or (e) is not actively engaged in work of similar size, scope and complexity as the Project Work and/or has not satisfactorily completed the minimum project work set forth herein.
3. Notwithstanding the foregoing, the Arlington Heights Park District also reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid considered by the Arlington Heights Park District to be in the best interest of the Arlington Heights Park District. The Owner also reserves the right to accept all or part of a bid when the Arlington Heights Park District Park Board of Commissioners determines that it is in the best interest of the Arlington Heights Park District.

#### O. BASIS OF PAYMENT

1. The following forms will be used for Applications for Payment submitted by the Contractor: AIA G702, Application and Certificate for payment (1992), AIA G703, Continuation Sheet for G702 (1992), F.R.Walker, Sworn Statement for Contractor and Subcontractor to Owner or approved equal. Each form must be completed, signed and notarized as required and submitted in duplicate to the listed Project Contact seven (7) days prior to the first of the month.
2. Payments shall be made for ninety (90%) percent of the bid price upon completion of work or portion thereof. The balance of ten (10%) percent shall be paid after receipt of final waivers of lien for all materials used and within sixty (60) days of work completion.

3. As required by the IRS, a W-9 Request For Taxpayer Identification Number and Certification Form must be submitted to the accounting department prior to releasing payment for the project.
4. In addition, a Vendor Application is required to be completed for any new vendor and will be provided with acceptance letter.

P. TAXES

This work is being done under the auspices of the Arlington Heights Park District and therefore is exempt from the Illinois sales tax and the Regional Transportation Authority sales tax. The proposal shall not include any costs for these taxes.

Q. DELIVERY CHARGES

All bid prices should include both shipping and delivery charges. These charges shall be freight (F.O.B.) to the Park District. Delivery should be to a desired point within the Park District unless otherwise stated in the call for bids. Any variation from the advertised terms should be clearly stated in the Bidder's proposal.

R. GOVERNING LAWS AND REGULATIONS

The Bidder to whom the work is awarded shall perform all work and use only those materials that conform to city, state and federal codes regarding health, safety and welfare. The Arlington Heights Park District shall be held faultless for failure of work and material that does not conform to such codes. The Contractor shall comply with Equal Opportunity clause required by the Illinois Fair Employment Practices Commission.

S. OWNERSHIP OF PLANS AND SPECIFICATIONS

1. All Plans and Specifications and copies thereof, furnished by the Owner, are his property. They are not to be used on other work, and with the exception of one complete set, are to be returned to him on request at the completion of the Contract work.
2. No plan deposit or plan fee will be required to submit a bid for this project.
3. The Plans, Specifications, Special Conditions and Proposal Form are intended to include all job items necessary to properly complete the work. If, through inadvertence or otherwise, the Plans or Specifications omit to require any work necessary for such completion, the Contractor shall, nevertheless, be required to perform such work. Plans and Specifications are intended to be consistent with one another and with other portions of the Contract. Work or materials called for by the Plans and not mentioned in the Specifications, or vice-versa, shall be performed in as faithful and thorough manner as though fully covered by both.

T. CHANGES OR ALTERATIONS OF CONTRACT WORK

1. The Owner reserves the right to alter the services by adding to or deducting from the original quantities as bid without invalidating the Contract. All such work shall be executed under the original conditions for the original contract, except for an extension in time caused by any such changes or alterations.

2. If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this agreement, he shall give the Park District written notice therefore and obtain written approval of the extra before proceeding to execute the work. No such claim shall be valid and no payment for extra work shall be made unless the extra is approved in writing by the Arlington Heights Park District.
3. The value of any change shall be determined by one or more of the following methods:
  - a. By an approved Lump Sum;
  - b. By Unit Prices given in the Contract or subsequently agreed upon;
  - c. Time and Material plus percentage. This method of cost shall be used on the Contractor's actual costs for time and material plus 20% for Contractor's overhead and profit. Contractor's actual costs shall be the direct costs for labor, payroll taxes, materials and equipment.

#### U. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies in, or omissions from bid documents, he should at once notify the Arlington Heights Park District which may send a written instruction to all Bidders. No oral interpretation by the Park District will be binding; only instruction in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than **Monday, July 22, 2019 at 4:00 p.m.**

#### V. SPECIFICATION OR INFORMATION CONFLICTS

Should any Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents or Technical Specifications conflict with any other Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents, then the more stringent Specification, Information, Directive, Note, Tags or Provision shall apply.

#### W. COLLUSIVE BIDDING

The Bidder represents and warrants that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same Project Work; without prior knowledge or competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

#### X. PROGRESS MEETINGS

The Contractor shall be required to provide an opportunity for the Owner to attend appropriate progress meetings, with the Contractor [Project Foreman] and Owner. These meetings will review work schedules, progress, upcoming work and coordination with the Owner. Meetings may take place on daily, weekly or monthly basis, as determined by the Contractor and Owner prior to the start of construction.

## Y. PREVAILING WAGES

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

1. The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the park district or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.
2. It shall be mandatory upon the contractor to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. A failure to post a prevailing wage rate as required by this Section is a violation of the Act.
3. A listing of wages for Cook County Illinois Department of Labor’s website at: <http://www.illinois.gov/idol>. It is the sole responsibility of the Contractor to whom the contract is awarded to pay not less than the specified rate of labor published by the Department of Labor at the time of the work.
4. The owner may at any time inquire of the contractor as to rates of wages being paid to employees of the contractor, any subcontractor or material men, where upon such information shall be promptly provided to the Owner. A certified payroll transcript, in accordance with the Illinois Prevailing Wage Act, shall be submitted with their waiver of lien with each payout request.

## Z. CERTIFIED PAYROLL

While participating on public works, the Contractor and each subcontractor shall:

1. Make and keep, for a period of not less than 3 years, records 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.
2. Submit monthly, in person, by mail, or electronically a certified payroll to the Arlington Heights Park District. The certified payroll shall consist of a complete copy of the records identified in paragraph (1.) of this subsection (AA.) but may exclude the starting and ending times of work each day. 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.

#### AA. PERMITS AND LAWS

The Contractor shall be responsible for obtaining any and all County, State and Village of Arlington Heights Permits, Licenses, Bonds, or other permits which may be required. The Contractor shall at all times observe and comply with all Federal, State and Local Laws, regulations and ordinances which, in any manner, affect the conduct of his work. Any complaint, claim, or action brought against the Contractor for failing to observe or comply with any law, ordinance or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims or actions. Before beginning work, the Contractor shall obtain from the proper officers all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

#### BB. WORKING HOURS

The Contractor shall schedule his normal work between the hours of 7:00 a.m. and 7:00 pm, Five (5) days a week. Work during other hours will be allowed only on an emergency basis and as authorized by the Park District. The Contractor will be allowed to commence immediately upon execution of the agreement documents and issuance of all pertinent permits.

#### CC. LIENS

The final payment shall not be due until the Contractor has delivered to the Park District a complete release of all liens or claims for lien arising out of this Contract, or at the election of Park District, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Park District indemnifying him against any lien.

#### DD. INSURANCE

1. Contractor shall maintain throughout the agreement, as a minimum, the following insurance policies set forth by PDRMA and contained in its entirety on Attachment AI.
1. **The District shall be named as additional insured** under the commercial **general liability** coverage. This insurance shall apply as primary insurance. Any other insurance or self-insurance maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor awarded the bid shall furnish to District one (1) copy of certificate of insurance made in favor of the Arlington Heights Park District and the Contractor.

#### EE. GUARANTEE

The Bidder shall guarantee, in writing, that all materials and workmanship are free from defects and will remain so free for a period of at least one year after completion of the work. He shall further agree to replace all defective materials furnished under this agreement for a period of one year from the date of final acceptance, at no additional charge to the District.

END OF SECTION

## **OBLIGATIONS OF SUCCESSFUL BIDDER**

1. The successful bidder shall abide by and comply with all applicable local and state laws relating to fair employment practices and prohibiting discrimination in contracts involving public funds or the construction or development of public buildings, works or facilities.
2. The successful bidder shall abide by and comport with all local and state laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
3. The successful bidder must comply with the provisions of the Illinois Human Rights Act ("Act") dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105), including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the bidder upon request.
4. The successful bidder must comply with the provisions of the Illinois Substance Abuse Prevention on Public Works Act

END OF SECTION

## **BID FORM**

**ARLINGTON HEIGHTS PARK DISTRICT  
410 N. ARLINGTON HEIGHTS ROAD  
ARLINGTON HEIGHTS, IL 60004**

<b>July 12, 2019</b>	<b>08/16/19</b>	<b>09/30/19</b>
<b>DATED</b>	<b>COMMENCEMENT DATE</b>	<b>FINAL COMPLETION DATE</b>

Sealed bids will be received by the Arlington Heights Park District until **July 25, 2019 at 1:00 p.m.** and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Arlington Heights Park District Administration Center  
410 N. Arlington Heights Road  
Arlington Heights, IL 60004

The Contractor shall commence work no later than **08/16/19**, and perform all work on a regular full- time basis during weekdays until final completion, and shall so schedule the work so that the project is complete and ready no later than **09/30/19**.

**A. ACKNOWLEDGEMENTS/CHECKLIST**

1. Receipt of Documents: Bidder has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents.  
 Yes  No
  
2. Identification of Documents Received: The following is a checklist of documents that should appear in the Bid Documents. Please complete the checklist and contact the Park District if any of the documents have been omitted.

	Yes	No
Bid Notice.....	<input type="checkbox"/>	<input type="checkbox"/>
Instructions to Bidders.....	<input type="checkbox"/>	<input type="checkbox"/>
Obligations of Successful Bidder.....	<input type="checkbox"/>	<input type="checkbox"/>
Prevailing Wages .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>Bid Form</b>		
B. Bid Worksheets & Proposal Form .....	<input type="checkbox"/>	<input type="checkbox"/>
C. Addenda.....	<input type="checkbox"/>	<input type="checkbox"/>
D. Project Schedule.....	<input type="checkbox"/>	<input type="checkbox"/>
E. Affidavit of Experience .....	<input type="checkbox"/>	<input type="checkbox"/>
F. Anti-Collusion Affidavit .....	<input type="checkbox"/>	<input type="checkbox"/>
G. Contractor’s Certification .....	<input type="checkbox"/>	<input type="checkbox"/>
H. List of Subcontractor’s & Suppliers .....	<input type="checkbox"/>	<input type="checkbox"/>
I. Written Sexual Harassment Policy Certification .....	<input type="checkbox"/>	<input type="checkbox"/>
J. Exhibit of Written Sexual Harassment Policy.....	<input type="checkbox"/>	<input type="checkbox"/>
K. Prevailing Wage Certification .....	<input type="checkbox"/>	<input type="checkbox"/>
L. Legal Compliance and Insurance Agreement .....	<input type="checkbox"/>	<input type="checkbox"/>
M. Illinois Drug Free Workplace Statement .....	<input type="checkbox"/>	<input type="checkbox"/>
N. Substance Abuse Prevention Form .....	<input type="checkbox"/>	<input type="checkbox"/>
O. Sample Contract/Agreement .....	<input type="checkbox"/>	<input type="checkbox"/>
General Conditions.....	<input type="checkbox"/>	<input type="checkbox"/>
Technical Specifications.....	<input type="checkbox"/>	<input type="checkbox"/>
Attachment A1 – Insurance Requirements.....	<input type="checkbox"/>	<input type="checkbox"/>
Sample IRS Form-W9 .....	<input type="checkbox"/>	<input type="checkbox"/>
Prevailing Wage Rates.....	<input type="checkbox"/>	<input type="checkbox"/>
Playground Submittals .....	<input type="checkbox"/>	<input type="checkbox"/>



**ARLINGTON HEIGHTS PARK DISTRICT BID WORKSHEET  
2016 HERITAGE PLAYGROUND IMPROVEMENTS PROJECT**

Contractor's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

The undersigned as a Bidder declare that he/she has carefully examined the plans and specifications, including the detailed drawings and specifications and all instructions and statement of requirements, and that he/she is fully familiar therewith: and having carefully examined the site and completely familiarized 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 specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings for the construction of above project in Arlington Heights, Illinois as prepared by the Arlington Heights Park District: 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 total of the unit prices in the amount as listed herein. The quantities indicated are approximate and intended as a guide for bidding purposes. These agreed to unit prices are being provided should field conditions, as determined by the engineer and park district representative, require an increase in the scope of project work. The Contractor is responsible for all CPSAC, ASTM, and State of Illinois regulations that ensure the proper and safe installation of the equipment. The Arlington Heights Park District reserves the right to eliminate sections of this bid, which is not favorable to its best interest. The contractor shall field verify the location and depth of buried site utilities prior to starting this project. Substitution of a product material or equipment of like quality by another manufacturer/supplier as an equal or better must receive written approval from the owner no less than five work days before bids are due. In writing the owner will notify the requester and all other bidders of the additional approved items. Field adjust where need upon written approval of owner.

<b>PROJECT TITLE: 2019 Legacy Playground Improvements</b>
<b>PROJECT LOCATION: Arlington Heights, Illinois, Cook County</b>
<b>PRE-BID MEETING: None Required</b>
<b>BID DUE DATE: July 25, 2019</b>

Item	Construction Staging	Unit	Qty	Unit Cost	Total
1	Furnish certificate of insurance and required bonds per contract documents	LS	1	Lump Sum	\$
Item	Playground Equipment/Basketball	Unit	Qty	Unit Cost	Total
2	Install owner supplied little tikes commercial composite play structure, ground components, and swing sets per manufacturer specifications	EA	1	\$	\$
3	Furnish and install Perfect Turf PerfectPlay Playground System artificial turf per manufacturer specifications <b>(please note that all underdrains, required stone, and curbing will already be in place. Contractor is responsible to install the nailer board to the curb/walks and the building foundation. Nailer board attachment should be coordinated with the onsite construction manager)</b>	EA	5,605 sq.ft.	\$	\$
4	Install owner supplied Porter #195582 Heavy Duty Back to Back Basketball system per manufacturer specifications	EA	1	\$	\$
<b>Legacy Base Bid Total</b>					<b>\$</b>

**PROPOSAL FORM**

**Base Bid:**

**Total Base Bid \$** \_\_\_\_\_

**Total Base Bid Written Out** \_\_\_\_\_

\_\_\_\_\_

**BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.**

- The bidder hereby agrees to provide all labor, materials, tools and equipment required to complete project construction in conformance with the terms of the Bid Documents.
- The bidder understands that for Bid Security, a properly Certified Check, Cashier's Check or Bid Bond payable to the Arlington Heights Park District for not less than ten (10%) percent of the Total Base Bid amount must be included with bid.

**Form of Bid/Security** \_\_\_\_\_, **in the amount**  
**of \$** \_\_\_\_\_ **is enclosed.**

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

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

Printed Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**C. ADDENDA**

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:

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Signature	Title
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ADDENDUM NO. 2:

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Signature	Title
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ADDENDUM NO. 3:

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Signature	Title
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ADDENDUM NO. 4:

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Signature	Title
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ADDENDUM NO. 5:

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Signature	Title
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**E. AFFIDAVIT OF EXPERIENCE** (*This Affidavit must be executed*)

STATE OF \_\_\_\_\_ )  
 ) **SS**  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, says that he/she is  
(printed name)

\_\_\_\_\_ of \_\_\_\_\_  
(sole owner, member of firm, corporate official) (individual, firm, corporate name)

which has performed playground renovations projects for the following parties of or the general kind and approximate magnitude required under this Contract? Submit at least three (3) references for similar projects completed within the past two (2) years.

1. Contact Person/Agency/Phone: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Total: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

2. Contact Person/Agency/Phone: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Total: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

3. Contact Person/Agency/Phone: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Total: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

and that \_\_\_\_\_ will be assigned to work under this Contract,  
(name of sales representative)

and that his experience in this kind of work as shown above:

\_\_\_\_\_  
(Signature)

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

Dated: \_\_\_\_\_ Notary Public: \_\_\_\_\_

**\*\*SEAL\*\***

**F. ANTI-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is of \_\_\_\_\_  
(Partner, Officer, Owner, etc.) (Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

**\*\*SEAL\*\***



**H. SUBCONTRACTORS & SUPPLIERS**

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors/Address	Work Assignment/Phone

Suppliers/Address/Phone	Material

Add additional sheets, as necessary, for more sub-contractors and vendors.



**I. WRITTEN SEXUAL HARASSMENT POLICY CERTIFICATION**

The undersigned bidder hereby represents and certifies to the Arlington Heights Park District, Cook County, Illinois, that it either (i) has adopted and implemented a written sexual harassment policy which complies with the requirement of Section 2-105 (4) of the Illinois Human Rights Act (775 ILCS 5/2-105 (A) (4) or (ii) in the event the undersigned bidder has not heretofore adopted and implemented such a written sexual harassment policy, then by submission of any bid to Arlington Heights Park District it does thereby expressly adopt as its own sexual harassment policy, effective the date of submission of such bid, that policy set forth on and contained in Exhibit H attached hereto and by this reference incorporated herein and made a part hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor:

By: \_\_\_\_\_  
(Authorized Representative)

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

## J. EXHIBIT OF WRITTEN SEXUAL HARASSMENT POLICY

It is the policy of \_\_\_\_\_ (Bidder) that no employee of it shall be subject to sexual harassment.

### **Illegality**

Sexual harassment is a form of sexual discrimination and is illegal.

### **Definition of Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

### **Descriptions of Sexual Harassment**

Descriptions of forms of sexual harassment are as follows and are not all-inclusive (Levin & Funkhouse, Ltd.)

Example 1: A male supervisor suggests to a female subordinate that the best way to get ahead in the district is to make him happy. He tells her that she could really go places if she has sexual relations with him.

Example 2: A female supervisor makes repeated advances to her male assistant. He gives in to her advances and winds up having sexual intercourse with his supervisor about 40 or 50 times, sometimes in the workplace and sometimes elsewhere. He later contends that his supervisor's sexual advances toward him were unwelcome and that he had sexual relations with his superior because he was afraid he would lose his job.

Example 3: In an equipment storage area, several pictures of nude or partially nude women appear on the walls in the form of calendars, photographs from magazines, posters and pinups. Male employees who make up the majority of the workforce occasionally use vulgar language and tell off-color jokes. The new female employee complains about the pictures and the language but her supervisor says that the employees who work there are "just being guys" and that she is being "overly sensitive."

Example 4: A group of male and female employees report to a manager that their supervisor subjects them to a steady stream of sexual slurs. The district investigates and discovers that inappropriate sexual comments are being made, but that the comments are directed equally to male and female employees, and, therefore, does nothing.

### **The Company's Internal Complaint Process**

If an employee believes he or she is a victim of sexual harassment, he or she should immediately file a written complaint of same with his or her immediate supervisor, or if none, to the Company President. The complaint shall include dates, times and places of the alleged sexual harassment, name (s) of the

perpetrator (s) and a description of the conduct complained of, all to the best knowledge of the complainant. If after due investigation, the supervisor or President shall issue a written reprimand and may take more severe disciplinary action such as suspension without pay, demotion or dismissal. If suspension without pay, demotion, or dismissal is recommended, no such action may be taken without the approval of the President of the Company.

### **Civil Rights Violations**

Under the Illinois Human Rights Act, it is a civil rights violation for any employer, employee, or agent of any employer, to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

It is also a civil rights violation for a person or two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment in employment, or because he or she has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

### **Illinois Human Rights Commissioner/Illinois Department of Human Rights**

In addition to or as an alternative to an employee availing himself or herself of the company's internal complaint process discussed above, an employee who believes he or she is the victim of sexual harassment may bring his or her complaint to the attention of the Illinois Department of Human Rights at:

Illinois Department of Human Rights  
100 West Randolph Street  
Chicago, Illinois 60601

Within 180 days after the date that a civil rights violation allegedly has been committed, a charge in writing under oath or affirmation may be filed with the Illinois Department of Human Rights by an aggrieved person. The Department must then require the respondent to file a verified response within 270 days thereafter. The complainant may reply to said response within 60 days after it is filed. After the respondent is notified, the Department is required to conduct a full investigation of the allegations. Where there is a failure to settle any charge through conciliation, the Department is required to prepare a written complaint. At any time after a charge is filed, the Department or complainant may petition the appropriate court for temporary relief, pending final determination of the proceedings under the Illinois Human Rights Act. The petition shall be filed in the Circuit Court for the county in which the respondent resides or transacts business or in which the alleged violation took place.

A copy of this policy is to be provided to the Illinois Department of Human Rights upon request.

**K. PREVAILING WAGE CERTIFICATION**

**PREVAILING WAGE ACT, AS AMENDED, EFFECTIVE JANUARY 1, 2010**

The undersigned, on behalf of the entity making this proposal or bid, certifies that a written prevailing wage notification policy is in place, pursuant to Illinois Prevailing Wage Act, 820 ILCS 130/1 et. seq. requiring that all laborers, workers, and mechanics employed by the Park District, or on its behalf, for the public works projects, be paid not less than the general prevailing wage. This applies to contractor and any subcontractor working on the project. This Act was amended January 1, 2010 to provide that every party to a public contract where labor is involved be notified of the requirement for paying prevailing wage and submitting certified payroll. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/>. The Act includes, at a minimum, the following:

1. The notification to contractors of the prevailing wage requirement on all public works projects.
2. The collection by Park District of certified payroll for all laborers including those hired by contractors.
3. It is the contractor's responsibility to inform laborers of prevailing wage rates.
4. It is the contractor's responsibility to provide certified payroll for all laborers (including subcontractors) name, occupation, and actual hourly wages paid and forwarding that information to the Park District with each progress payment and upon final payment.
4. The Contractor's Bond must include provision of the faithful performance of the prevailing wage clause.
5. The legal recourse should the Prevailing Wage Act be violated includes fines for noncompliance as determined by the Department of Labor, (NEW: Sec. 4(b-2), effective January 1, 2010).

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.**

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

**\*\*SEAL\*\***

## L. LEGAL COMPLIANCE AND INSURANCE AGREEMENT

THIS AGREEMENT entered into by and between \_\_\_\_\_, hereinafter referred to as "Bidder" and Arlington Heights Park District, hereinafter referred to as the "Owner" or "District".

WHEREAS, Bidder may be performing work ("Work") under one or more contracts with the District, entered into or to be entered into from time to time, which Work will be performed on and/or off premises of the Owner and said Bidder may have subcontractors and/or one or more employees engaged in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Bidder hereby agrees:

1. To 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 or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation are all forms of traffic regulations, public utility and intrastate and Interstate Commerce Commission regulations, worker's compensation laws, prevailing wage laws and the Social Security Act of the federal government and any of its titles, the Illinois Department of Human Rights, the Illinois Human Rights Commission, or Equal Employment Opportunity Commissioner statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the Owner, its public officials, employees, volunteers, and agents against any all claims, loss, judgments, liabilities, actions, damages, injuries and expenses, including but not limited to attorney's fees, incurred by reason of any lawsuit or claim for compensation arising in favor of any person, including but not limited to the employees, officers, or independent contractors of subcontractors of the Bidder or Owner, an account of personal injuries or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of the Work by the Bidder or any of its subcontractors, whether such loss, damage, injury or liability is contributed to by the negligence of the Owner or by premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever, except that the Bidder shall have no liability for damages or the cost incident thereto caused by the sole negligence of the Owner.
3. To keep in force, to the satisfaction of the Owner, at all times during the performance of the Work referred to above, Commercial General Liability (CGL) Insurance and if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. Automobile Liability Insurance with bodily injury, personal injury, and property damage limits of not less than \$2 million per occurrence and \$2 million annual aggregate, and worker's compensation and related insurance coverage at amounts required by statute, and employer's liability insurance with limits of not less than \$1,000,000. The Bidder agrees that prior to Work commencing, proof of such insurance coverage will be submitted to the Owner. There shall be no additional charge for said insurance to the Owner.

The Bidder shall furnish certificates of insurance for the insurance coverage required herein, naming the Owner, its public officials, employees, volunteers, and agents as additional insured and providing that such policies may not be cancelled or amended without 30 days prior written notice having been given to the Owner. The policies shall also contain "contractual liability clauses." The policies shall have no exclusions that would conflict with the project being bid.

Any deductibles over \$10,000 will be disclosed at the time of bid submission to the Owner. All limits required will be specific to the project bid. Bidder shall include all subcontractors as insured under its policies or furnish separate certificates. Coverage afforded the Owner, its officials, employees and volunteers as insured applies as primary, and not excess or contributing to any insurance issued in the name of the Owner. Finally, the Bidder agrees to waive any rights of subrogation. Coverage shall be at least as broad as 1988 ISO CGC Form or equivalent, ISO Business auto coverage form No. CA 0001 0187 covering automobile liability workers compensation employees' liability, as required by the State of Illinois.

If any policy is written on a claims-made basis, then the Bidder shall purchase, prior to commencement of the Work, such additional insurance as may be necessary to provide specified coverage to the Owner for a period of not less than five years from the termination of this agreement.

- 4. To furnish any affidavit or certificate, in connection with the Work to which this agreement pertains, as provided by law.
- 5. To indemnify Owner, its public officials, employees, volunteers, and agents for any loss, Bidder may sustain by reason of theft or other cause or from the acts or negligence of the employees of the Bidder or of its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Bidder shall have full control of the ways and means of performing the work referred to above and that the bidder or his/its employees, representatives or subcontractors are in no manner employees of the Owner. The bidder and any party employed by the Bidder are independent contractors.

This Agreement shall be effective upon acceptance by Owner of any bid from Bidder and shall continue unless and until mutually terminated in writing by an instrument in writing signed by both Bidder and Owner.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement

this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

FIRST PARTY, Bidder

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

SECOND PARTY, Arlington Heights Park District

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

#### **M. ILLINOIS DRUG FREE WORK PLACE STATEMENT**

The bidder acknowledges its obligations under the Illinois Drug-Free Workplace Act and certifies it will provide a drug-free workplace by publishing a statement that includes:

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Arlington Heights Park District, the employee will:
  - a) Abide by the terms of the statement;
  - b) Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction;
4. Establishing a drug free awareness program to inform employees about:
  - a) The dangers of drug abuse in the work place;
  - b) The policy of maintaining a drug-free work place;
  - c) Any available drug counseling, rehabilitation or employee assistance program;
  - d) The penalties that may be imposed upon an employee for drug violations;
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Arlington Heights Park District, and shall post the statement in a prominent place in the work place;
6. The undersigned will notify the Arlington Heights Park District within ten (10) days of receiving notice of an employee's conviction;
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies;
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place, he shall:
  - a) Take appropriate action against such employee up to and including termination; or
  - b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

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 duly sworn

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

deed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

**\*\*SEAL\*\***



**N. SUBSTANCE ABUSE PREVENTION FORM**

The Substance Abuse Prevention Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**O. AGREEMENT**

***This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the “CONTRACTOR” and the ARLINGTON HEIGHTS PARK DISTRICT, hereinafter called the “PARK DISTRICT”.***

***WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated herein agree as follows:***

**ARTICLE I – SCOPE OF WORK:** The CONTRACTOR shall provide all of the materials and perform all of the work described in the bid documents entitled:

**2019 Legacy Park Playground Improvements**

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

**ARTICLE II – TIME OF COMPLETION:** This work to be performed under this agreement shall be commenced **08/16/19** and shall be substantially completed **09/30/19**.

**ARTICLE III – CONTRACT PRICE:** The PARK DISTRICT shall make payments to the CONTRACTOR for the completed performance of work included in this agreement in compliance with the prices as noted in the bid documents dated **July 12, 2019** and in accord with subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

**ARTICLE IV – COMPLIANCE WITH LAW:** The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

**ARTICLE V – COMPLIANCE WITH PREVAILING WAGE ACT:** This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01-04 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

**ARTICLE VI – COMPLIANCE WITH ADA:** In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or

products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VII – COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

- Instructions to Bidders
- Invitation to Bid
- Bid Form (Including All Certifications and Affidavits)
- This Agreement
- Certified Transcript of Payroll Forms (on a monthly basis)
- General Conditions
- Technical Specifications
- Construction Drawings

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day, month and year first above written.

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PARK DISTRICT: ARLINGTON HEIGHTS PARK DISTRICT

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

END OF BID FORM  
END OF SECTION

## **GENERAL CONDITIONS**

Specification or Information Conflicts: Should any specifications, information, directives, notes, tags or provisions contained in the Construction Documents conflict with any other specifications, information, directives, notes tags or Provisions contained in the Construction Documents, then the more stringent specification, information directive, note, tag or provision shall apply.

### **A. GENERAL CONSTRUCTION NOTES**

Refer to Construction Drawings Set for General Construction Notes.

### **B. STORM SEWER & UNDER DRAIN IMPROVEMENT NOTES**

Refer to Construction Drawings Set for Storm Sewer & Under Drain Improvement Notes.

### **C. SURFACE RESTORATION NOTES**

Refer to Construction Drawings Set for Surface Restoration Notes.

### **D. LIMITS OF CONSTRUCTION**

Construction traffic and staging shall be permitted only within construction limits as indicated on plan or directed by Owner. The contractor is responsible for the repair of any areas disturbed outside of this area, including grading and sodding, at no charge to the Owner.

### **E. TOPSOIL**

1. Prior to the stripping of topsoil, all areas within the grading limits containing existing debris shall be cleaned to permit easy use of the topsoil. The topsoil shall not contain any sharp objects, such as glass, that will in danger the health, safety and welfare of the user.
2. All available topsoil shall be stockpiled prior to grading operations to provide an ample supply for re-spreading over disturbed or graded areas. The Owner will control the sale or disbursement of any excess topsoil that remains after re-spreading on all landscape areas.

### **F. CONSTRUCTION ACCESS**

Access shall be permitted only through the access points as shown on the plan or discussed at the pre-construction meeting. No other access shall be permitted. The Contractor shall be responsible for protection of existing curbs and pavements and for replacement of any damage, at no additional expense to the Owner.

### **G. WORKMANSHIP**

High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the contract documents will be removed and replaced by the Contractor at his expenses until satisfactory results are obtained.

### **H. CONSTRUCTION FENCING**

The Contractor shall install construction fencing in accordance with the plans to protect the adjacent properties. The fence shall be 6' high temporary chain link with 2 locking double swing gates. The Contractor will be responsible for maintaining construction fencing around the limits of the project site as depicted on plans or as directed by Project Manager at all times of construction. Additional fencing shall be installed around trees to the drip line to protect them from construction damage. Fencing shall be installed and fully erected before construction operations begin and secured at the end of each working day.

I. GUARANTEE OF CONCRETE WORK (Not Applicable)

As an additional guarantee beyond the one (1) year guarantee of the Performance Bond, the Contractor will be required to extend that guarantee on concrete work to a total of two (2) years after final acceptance. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

J. CONCRETE TESTING (Not Applicable)

The Contractor will be required to provide samples of all concrete used for this project. One test cylinder will be required from each truckload of concrete delivered to the site. Each test cylinder must be clearly marked with the date of the pour, load ticket number and the name of the concrete supplier. The Owner, at their own cost, will test these cylinders to determine if concrete meets project specifications. The Contractor will be responsible for disposing of all untested cylinders.

K. WATER

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, sod areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. The Contractor is not allowed to use private resident's utilities for any construction activities.

L. EXCESS MATERIALS AND DEBRIS

All excess materials and debris etc., generated by this work, shall be considered an incidental item to the Bid, and hauled from the site. Large amounts of debris will not be permitted to accumulate on the site and must be hauled from the site on a weekly basis.

M. EXISTING UTILITY STRUCTURES AND UTILITY LINES

The Contractor will be responsible for locating all existing utility structures and utility lines prior to any excavation or demolition. These include but are not limited to water, sanitary, drainage, irrigation, telephone, fiber optics, cable television, natural gas, and electrical structures and lines. Contact J.U.L.I.E., Village of Arlington Heights, or the Arlington Heights Park District.

N. PROTECTION

1. Public and Adjacent Property: The Contractor shall under all circumstances be responsible for the preservation of all public and adjacent properties and shall use every precaution necessary to prevent damage or injury thereto. Damage to any existing features shall be repaired or replaced by the Contractor at no additional charge to the Owner. Turf repairs shall be made with sod as per specifications.
2. Present Structures: The Contractor shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or any other above ground structures.
3. Trees and Shrubs: The Contractor shall be responsible for the protection of all trees and shrubs not marked for removal. The Contractor shall provide on-site traffic patterns away from existing trees and shall provide suitable ramps where necessary. Methods for ramps,

staking and bark protection must be developed by the Contractor and approved by the Owner. Any damage to an existing tree will result in a back-charge to the Contractor of \$100 per caliper inch of the damage tree. The caliper of the damaged tree shall be measured at one foot (1.0') above existing grade.

4. Protection for the Owners, Employees, and General Public: The Contractor shall be responsible for adequately barricading off the construction areas, covering holes, properly storing equipment, and providing other suitable methods for the protection of said persons.

O. DUST AND NOISE CONTROL

The Contractor shall be responsible for control of dust throughout the duration of the project. The Contractor shall also be required to conform with any applicable Village ordinance on noise, start times, traffic, parking or other conditions.

P. TRAFFIC CONTROL

The Contractor shall be responsible for controlling traffic when construction vehicles are entering or exiting the site. The Contractor shall be responsible for the erection and maintenance of barricades, signage, and miscellaneous traffic control measures to insure the vehicular traffic flows smoothly and safely on the streets surrounding the site.

Q. STREET CLEANING

The Contractor shall be responsible for cleaning surround streets and public sidewalks of any mud or debris at the end of each workday. Street sweeping equipment may be used to fulfill this requirement.

R. UNDERGROUND UTILITIES

The Contractor shall be responsible for notifying the Village and Owner or the Owner's Representative for inspection of all proposed underground utilities, including drainage lines & structures, prior to any trench backfilling. Should any underground utilities not be inspected by the Village or Owner or the Owner's Representative prior to backfilling, the Contractor will be required to expose any such underground utilities at no additional expense to the Owner.

- S. CONSTRUCTION STAKING: The Contractor will be responsible for all staking and all costs of site layout and construction staking necessary to complete the project as shown on the plans.

END OF GENERAL CONDITIONS  
END OF SECTION

# **TECHNICAL SPECIFICATIONS**

## **SITE WORK**

### **PART 1: GENERAL**

#### **1) WORK**

- A) Provide site work as shown on the Drawings and specified herein.
- B) Provide all related materials, equipment and labor required to complete the work as specified.
- C) Related work:
  - i) Demolition, removal, disposal, excavation and grading, storm sewer and drainage, concrete walks, paths, pads and barrier curbing. Purchase, deliver and install playground equipment and selected site amenities.

#### **2) QUALITY STANDARDS**

- A) Provide experienced, well-trained workers competent to complete the work as specified.
- B) All work shall comply with governing building and safety codes.

#### **3) MATERIALS HANDLING**

- A) Provide all materials required to complete the work as shown on the Drawings and specified herein.
- B) Deliver, store, and transport materials to avoid damage to the materials or to any other work.

#### **4) PRECONSTRUCTION AND PREPARATION**

- A) Examine and verify that job conditions are satisfactory for timely and acceptable work.
- B) Maintain and use all up-to-date construction documents on site.
- C) Maintain and use all up-to-date trade standards and material supplier's instructions.
- D) Confirm there is no conflict between this work and governing building and safety codes.
- E) Confirm there are no conflicts between this work and work of other trades.
- F) Confirm that work of other trades which preceded this work has been completed.
- G) Notify Park District representative 48 hours prior to when work is scheduled to be started and completed.
- H) If required by the Arlington Heights Park District, a preconstruction meeting will be held with all concerned parties.
- I) Use agreed schedule for installation and for field observation by Park District representative

#### **5) SAFETY FENCING**

- A) All fencing shall be installed and in place prior to any construction activity.

- B) Contractor is responsible for the integrity of the fence for the full duration of the construction project.
- C) Contractor shall assume full responsibility for the safety within the construction site for the duration of the project and up to 3 months after the start of the project or as A.H.P.D. representative deem fit.
- D) All fencing shall be chain-link and locked when contractor or owner's representative is not on site.
- E) Gates shall be double locked with both the contractor's lock and Arlington Heights Park District lock to allow for dual access to the site.
- F) Fencing to be sealed to prevent children from entering project site for the full duration of the project.
- G) All fencing and posts shall be 6' in height.

6) TREE PROTECTIVE FENCING

- A) Snow fence (either wood or PVC) shall be supplied by contractor and installed as specified on the plans as needed.

END OF SITEWORK



## EXCAVATION AND GRADING

### PART 1: GENERAL

#### 1) WORK

- A) Provide site work as shown on the Drawings and specified herein.
- B) Provide all related materials, equipment and labor required to complete the work as specified.

### PART 2: MATERIALS

#### 1) BACKFILL

- A) Use existing onsite acceptable soil as called out by Park District representative

#### 2) SOIL

- A) Review the existing soil report within the specification manual. No soil testing beyond the report was conducted. The Arlington Heights District does not suspect and / or are not aware of any contaminated soil on the property. If unforeseen contaminated soils are encountered, work in this area would need to stop until testing could be completed to determine level of contamination and disposal requirements. Additional testing and disposal costs for contaminated soils would be additional costs borne by the contractor. Testing, permitting and disposal costs for uncontaminated soils are the responsibility of the contractor.

### PART 3: CONSTRUCTION

#### 1) PREPARATION

- A) Protection:
  - i) Obtain and obey all applicable regulations regarding grading and excavation.
  - ii) Protect from damage all existing utilities as marked by J.U.L.I.E. companies and Arlington Heights Park District.
  - iii) Repair of any damaged existing underground utility lines will be the responsibility of the contractor.
  - iv) Relocation of any existing utility lines shall be as directed by Park District representative and utility company.

#### 2) EXCAVATION AND GRADING

- A) Excavate and grade to lines, grades and elevations as designated by the Drawings.
- B) All holes left overnight must be covered with ½" plywood board or better

3) EXCAVATION

A) Excavation control:

- i) Take frequent measurements to prevent over-excavation.
- ii) Provide temporary drainage as necessary to prevent ponding, erosion or spillover.

4) SITE MAINTENANCE DURING GRADING AND EXCAVATION

A) Control excavation dust

- i) As needed with water spray.
- ii) Through controlled demolition.
- iii) Minimize dust blowing onto adjacent properties.

B) Cleaning

- i) Perform frequent and thorough cleanups.
- ii) Identify potentially harmful substances that might be uncovered during excavation.
- iii) Handle all potentially harmful substances according to governing regulations.

5) SUBGRADE PREPARATION

- A) Identify and locate existing underground utilities within the work area.
- B) Compact all fill in pits and trenches.
- C) Perform even and systematic rolling and tamping so that all portions of grade are equally compacted.
- D) Provide finished sub-grade elevations as designated by Drawing.
- E) Protect finished sub-grade from flooding.

END OF EXCAVATION AND GRADING

## SAFETY SURFACING

### PART 1: GENERAL

#### 1) DESCRIPTION

- A) Furnish all labor, materials, supplies, tools, and transportation to perform all operations in connection with and reasonably incidental to the completion of the installation of the contractor purchased playground equipment indicated on the drawings and specified herein.
- B) Playground Safety Surfacing System: Resilient, playground safety surfacing tiles and/or poured-in-place used in combination with engineered wood fiber playground surfacing or artificial turf systems.

#### 2) REFERENCED STANDARDS

- A) Contractor Installation of all playground equipment shall be in accordance with the manufacturer's specifications for installation, as indicated on the drawings, and the Standard Specifications, where applicable.

#### 3) BASE CONSTRUCTION

- A) Sub grade shall be clean compacted structural clay

### PART 2: PLAYGROUND SURFACING SYSTEM

#### 1) ENGINEERED WOOD PLAYGROUND SURFACING

##### A) GENERAL

- i) The engineered wood fiber safety fall zone surfacing shall be supplied and installed by the Arlington Heights Park District after the Contractor has supplied & staked down filter fabric and installed the tile or poured-in-place safety surface.
- ii) Work shall consist of placing one layer of fabric on top of compacted sub grade, followed by six (6) inches of gravel, with a second layer of fabric on top of the gravel.

##### B) MATERIAL

- i) Drainage Layer shall consist of six (6) inches of  $\frac{3}{4}$ " – 1" washed stone
- ii) Fabric Layer: Fabric shall be TYPAR geotextile fabric #3301 with a weight of 1.8 oz./square yard. Fabric shall be placed below and above stone drainage layer.

#### 2) POURED-IN-PLACE PLAYGROUND SAFETY SURFACING

##### A) GENERAL

- i) Work shall consist of purchasing and installing Poured-in-place playground safety surfacing per plans and specification.

B) MATERIAL

- i) Total Surface, llc. KidTuff, Surface America Playbound, Park & Play SurfaceMax, or approved equal per plans and specifications. Color blend of wear course shall be 50% tan and 50% light green. Color to be specified by owner. Surfacing shall follow manufacturer's recommendations (4" for 8' fall height, 3.5" for 6' fall height). All installations will meet or exceed the U.S. Consumer Products Safety Commissions's Guidelines for Safety Surfaces as tested by the ASTM's Designations F 1292-91.

C) MATERIAL COMPOSITE

- i) Description: Dual-density, resilient, seamless, poured-in-place, playground safety surfacing.
- ii) Compliance: Meet or exceed ASTM/CPSC guidelines for impact attenuation.
- iii) Material: SBR and EPDM rubber shreds and granules mixed with 100 percent solids, MDI polyurethane binding agent.
- iv) Base Course: Mixture of SBR shredded rubber and MDI polyurethane binding agent.
  - (a) Binder-to-Rubber Ratio: 14 percent. +/- 2% and within minimum required
  - (b) Compacted Density: 28 pcf. +/- 2% and within minimum required
  - (c) Thickness: Sufficient to meet impact attenuation requirements of 150 gmax and 850 HIC
- v) Wear Course: Mixture of EPDM rubber granules and MDI polyurethane binding agent.
  - (a) Binder-to-Rubber Ratio: 18-25 percent.
  - (b) Compacted Density: 50-60 pcf.
  - (c) Thickness: 3/8 – 5/8 inch.
- vi) Total Thickness: As necessary to meet the impact attenuation requirements of this Section and ASTM F 1292, for each given Critical Fall Height 150 gmax and 850 HIC
- vii) Colors: As indicated on the drawings—shall match poured-in-place colors.
  - (a) Granules on wear layer shall have full color through cross section.

D) TEST RESULTS (In field – post installation):

- i) Impact Attenuation, ASTM F 1292:
  - (a) g-max Score: Less than 150.
  - (b) Head Injury Criteria (HIC) Score: Less than 850.
- ii) Minimum Standard Coefficient of Friction, ASTM D 2047: dry 1.0 -.8 and wet .9 - .6
- iii) Tensile Strength, ASTM D 412: 60-80 psi
- iv) Tear Strength, ASTM D 624: 140 %
- v) Flammability, Burning Pill, ASTM D 2859: Pass.

E) SOURCE QUALITY CONTROL

- i) Tests: Test playground safety surfacing system in accordance with ASTM F 1292.
  - i) Test shall include velocity indicator to confirm test was completed at proper height.

3) EXECUTION

A) EXAMINATION

- i) Examine areas to receive playground safety surfacing system. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

B) PREPARATION – POURED-IN-PLACE SURFACING

- i) Prepare subsurface in accordance with manufacturer's instructions to ensure proper support and drainage for poured-in-place playground safety surfacing.
- ii) Compacted, granular aggregate subsurface shall be as indicated in the drawings and per manufacturer's recommendations.
- iii) Variations in Elevation: Repair variations in elevation of completed subsurface greater than plus or minus 1/4 inch over 10 feet in any direction.

C) INSTALLATION

- i) Install playground safety surfacing system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- ii) Poured-in-Place Surfacing:
  - i) Ensure prepared subsurface is dry and clean.
  - ii) Install edges in accordance with manufacturer's instructions and as indicated on the Drawings.
  - iii) Fasten poured-in-place surfacing to surfacing tiles in accordance with manufacturer's instructions.
  - iv) Install cold seams in areas containing graphics and as indicated on the Drawings.

D) FIELD QUALITY CONTROL

- i) In Field Post-Installation Safety Inspection:
  - i) Provide third-party inspection and testing of playground safety surfacing system within 30 days of installation. Contractor shall give the A/E and the owner 48 hours previous notice
  - ii) Conduct inspection by National Recreation and Parks Association/National Playground Safety Institute (NRPA/NPSI) Certified Playground Safety Inspector (CPSI).
  - iii) Test shall be two "drops" per 1000 s.f.. Test drops shall include drops on varying surface depths and on tiles and poured in place material.
  - iv) Determine compliance with ASTM F 1292 unless otherwise specified in this section.

- v) Provide written report of findings to Owner and Landscape Architect, with photographs.
- vi) If after installation inspection the surface does not meet specifications, contractor shall replace at no additional cost to the owner. Patches will not be accepted Contractor shall identify the limits of repair/replacement and solicit Architect's prior approval before proceeding.
- vii) Retest affected area and seams. Testing shall be completed at no cost to the owner. Contractor shall replace materials and re-test as necessary until a G- max score of 150 and HIC score of 850 is achieved.

E) CLEANING

- i) Clean playground safety surfacing system in accordance with manufacturer's instructions.

F) PROTECTION

- i) Protect completed playground safety surfacing system from damage during construction.
- ii) Poured-in-Place Surfacing: Do not allow foot traffic on poured-in-place surfacing until a minimum of 80 percent cure is obtained (6 to 48 hours depending on temperature and humidity).

G) REPAIR MATERIAL

- i) Per playground, Contractor shall supply Owner with +/- 11 sq.ft. minimum of 100 square feet of each blended color of poured-in-place material and 200 square feet of base (for a 4" depth) and all adhesives and supplies required for future repair.

END OF SAFETY SURFACING

PLAYGROUND/  
BASKETBALL EQUIPMENT

PART 1: GENERAL

1) WORK

- A) This work shall consist of furnishing all labor, materials and equipment to complete the required poured in place concrete curbs in accordance with the plans and specifications.
- B) In case of any discrepancy between the plans and these specifications, the judgment of the Park District shall be decisive thereon. The plans are to be taken as correct, but the Contractor shall be required to carefully check both plans and specifications before beginning work. Should any errors or discrepancies be discovered, the Contractor shall contact the Owner immediately, before any work has begun thereon and the proper corrections made. All notes in the plans shall be carefully observed by the Contractor and are made a part of this Contract.
- C) These plans show the probable layout of the work, but it is expressly understood that the location of the improvements may be altered or changed as directed from time to time by the Owner and such alterations or changes shall be made without affecting the prices specified to be paid for the work. The work shall be prosecuted with all speed and with the least inconvenience to pedestrians and vehicles.

2) QUALITY STANDARDS

- A) Provide experienced, well-trained workers competent to complete the work as specified.
- B) All work shall comply with governing building safety codes.

3) MATERIALS HANDLING

- C) The Owner will purchase the equipment and store it at the Parks Service Center, 1440 E. Davis St. The contractor will be responsible for delivering the equipment to Heritage Park from the Parks Service Center and secure storage of the equipment at Heritage Park.
- D) Provide all materials required to complete the work as shown on the Drawings and specified herein.
- E) Deliver, store, transport and dispose materials to avoid damage to the materials or to any other work.
- F) Store materials in a safe, secure location, protected from weather

4) EQUIPMENT MANUFACTURER

Equipment shall be purchased by the owner and will be stored at the Parks Service Center, 1440 E. Davis St, Arlington Heights, IL 60005. The Contractor shall deliver the equipment from the Parks Service Center to Heritage Park. The Equipment will little tikes and will be purchased from their local representative, Parkcreation, Inc.. The sales contact is Lani Chapik, 847[Lani@parkcreation.com](mailto:Lani@parkcreation.com), Phone #: (708) 376-8735.

END OF PLAYGROUND EQUIPMENT

## **ATTACHMENT A1**

### **INSURANCE REQUIREMENTS ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS**

Contractor shall obtain insurance of the types and in the amounts listed below.

#### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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 10 93, 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).

**Owner 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 Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.**

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.

#### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.



Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers 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 Owner 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 Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner 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 Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner'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 Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners 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 Owner 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. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

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

## **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all

claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' 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 (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part 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, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, 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 provision of the Contract.