



## Bid Documents

Backstop Fencing Improvements at Melas Park

Bids are due and will be opened and read aloud on

October 3, 2019

1:00 p.m.

Arlington Heights Park District Administrative Offices

410 N. Arlington Heights Road

Arlington Heights, Illinois 60004

September 20, 2019

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## **BID NOTICE**

The Board of Park Commissioners of the Arlington Heights Park District, Arlington Heights, Illinois, invites bids for **Backstop Fencing Improvements at Melas Park**. The scope of work includes: Removal and disposal of three (3) backstops and to replace all three with new backstops and chain link fabric according to plans and specifications. Sealed proposals will be received at the Arlington Heights Park District office at 410 N. Arlington Heights Road, Arlington Heights, Illinois until October 3, 2019 at 1:00 p.m. at which time bids will be publicly opened and read aloud.

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. There will be a voluntary pre-bid meeting on September 27, 2019 at 2:00 p.m. at Melas Park, 1500 W. Central Rd. Mt. Prospect, IL 60056. Although this meeting is voluntary, we encourage attendance to clarify any questions before submitting your bid

All bidders are required to furnish a Bid Bond, Cashier's Check or Certified Check for 10% of the total base bid 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 No bids will be withdrawn without the written consent of the Arlington Heights Park District. If a Bid is withdrawn, the Bidder will not be permitted to submit another Bid for the same Project.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.

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

**Published: September 20, 2019 – Daily Herald Newspaper**

# **INSTRUCTIONS TO BIDDERS**

## **A. DEFINITIONS**

The following words and phrases, used herein, shall have the meaning ascribed to them as follows:

1. "Owner", "Park District" or "AHPD" shall mean the Arlington Heights Park District
2. "Bidder" shall mean each company, offerer or vendor providing a bid
3. "Bid" means the price offered by the bidder for the services or project.
4. "Successful Bidder" or "Vendor" shall mean the Bidder that receives the award of contract from the Owner.
5. "Director" shall mean the Executive Director of Parks and Recreation of the Arlington Heights Park District or his designated representative.
6. "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.
7. 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 scope of work involves furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to Backstop Fencing Improvements at Melas Park, in accordance herewith and in accordance with the plans, specifications and drawings dated September 20, 2019 and any authorized change orders there to which have been signed by both parties hereto, and which are hereby incorporated herein by reference.
2. The Contractor shall commence work with a notice to proceed on or about October 9, 2019, and perform all work on a regular full-time basis during weekdays until final completion.

## C. PROJECT IDENTIFICATION AND LOCATION

### 1. Project Identification: Backstop Fencing Improvements at Melas Park

Project Location:       **Melas Park**  
                                  **1500 W. Central Rd.**  
                                  **Mt. Prospect, IL 60056**

### 2. Project Contact:       Ben Rea                                   Director of Parks and Planning                                   [brea@ahpd.org](mailto:brea@ahpd.org)                                   847-506-7145

## D. RECEIPT AND OPENING OF BIDS

1. All bids are due no later October 3, 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 total bid price for sixty days (60) calendar days after bid opening.

## E. 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:**           **Backstop Fencing Improvements at Melas Park**  
                                  **Attn: Bid Dept.**

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.

## F. EXAMINATION

1. Each bidder shall first examine the site(s), 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.

3. The Project Manager will make himself available to review the project site and project scope, at bidders the request.
4. There is a voluntary (Strongly Recommended) pre-bid meeting for this project on September 27, 2019 at 2:00 p.m. at Melas Park, 1500 W. Central Rd., Mt. Prospect IL. 60056

#### G. 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.

#### H. ADDENDA AND INTERPRETATION

1. All inquiries and requests for interpretations of the Bid Documents shall be made in writing no later than September 27, 2019. If deemed necessary, response(s) to inquiries and interpretations shall be completed and sent to bidders in the form of addenda no later than 4:00 pm, September 30, 2019.
2. Any addenda shall become part of the Contract Documents.
3. Any addenda must be acknowledged by the bidder and shall become part of the Contract Documents.

#### I. 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.

#### J. 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 Total 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 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 - If a bid is accepted, a performance bond, payable to the Arlington Heights Park District, for not less than one hundred (100%) percent of the contract amount.
3. Labor & Material Bond - If a bid is accepted, a performance bond, payable to the Arlington Heights Park District, for not less than one hundred (100%) percent of the contract amount will be required prior to begin services.

#### K. 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.

#### L. MATERIALS

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.

#### M. SUBSTITUTION OF MATERIALS

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.

#### 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, October 8, 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. Contractor shall submit a Pay Request/Invoice within ten (10) days following the end of each month and the Park District will make payment within ten (10) days after submittal of a payment request for all work performed in accord with the contract during the period.
2. Pay Requests/Invoices will be reviewed by the Owner, and the Contractor will not be paid for any weeks in which no services are rendered with respect to a particular location.
3. Payment will be made to the Contractor within thirty (30) days of completion and acceptance of the project by the Park District. 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. In addition, a Vendor Application is required and will be furnished to the awarded contractor of this project.

#### P. RETAINAGE

The Park District shall retain 10% of every payout until the project is completed and the final payout is made.

#### Q. 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.

#### R. DELIVER 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.

#### S. 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.

#### T. 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.

#### U. 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 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.

#### V. 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 three working days prior to the date set for receipt of bids.

#### W. 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.

#### X. 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.

#### Y. 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 services.

#### Z. 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 can be obtained at the website:  
<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>.  
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.

#### AA. 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.

#### BB. 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.

#### CC. WORKING HOURS

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. 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.

#### DD. 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.

## EE. 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.
2. **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 excess of Company's insurance and shall not contribute with it.
3. 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.

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  
(847) 577-3000**

<b><u>9/20/2019</u></b>	<b><u>10/03/2019</u></b>	<b><u>11/30/2019</u></b>
<b>DATED</b>	<b>BID OPENING DATE</b>	<b>FINAL COMPLETION DATE</b>

Sealed bids will be received by the Arlington Heights Park District until September 27, 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 with a notice to proceed on or about October 9, 2019, and perform all work on a regular full-time basis during weekdays until final completion.

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: Backstop Fencing Improvements- Melas Park</b>
<b>PROJECT LOCATION: Melas Park, Mt. Prospect, IL Illinois Cook County</b>
<b>PRE-BID MEETING: September 27, 2019 2:00 PM at Melas Park (strongly recommended)</b>
<b>BID DUE DATE: October 3, 2019</b>

Item	Construction Staging	Unit	Qty	Unit Cost	Total
1	Furnish certificate of insurance and required bonds per contract documents				
<b>Item</b>					
2	(Where necessary) Removal and disposal of existing backstops, posts, footings and foundations. Salvage and modify where acceptable. (3 of 4 backstops are scheduled to be replaced)	x	x	x	x
3	Installation of owner provided backstop per manufacturer specifications and installation instructions.				
4	Repair damaged turf from installation, repair, or reinstall synthetic turf where removal is necessary for modifications to be made.	x	x	x	x

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

**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"/>
Bid Form		
B. Proposal Form & References.....	<input type="checkbox"/>	<input type="checkbox"/>
C. Addenda.....	<input type="checkbox"/>	<input type="checkbox"/>
D. Affidavit of Experience.....	<input type="checkbox"/>	<input type="checkbox"/>
E. Anti-Collusion Affidavit.....	<input type="checkbox"/>	<input type="checkbox"/>
F. Contractor's Certification.....	<input type="checkbox"/>	<input type="checkbox"/>
G. List of Subcontractor's & Supplies.....	<input type="checkbox"/>	<input type="checkbox"/>
H. Written Sexual Harassment Policy Certification.....	<input type="checkbox"/>	<input type="checkbox"/>
I. Legal Compliance and Insurance Agreement.....	<input type="checkbox"/>	<input type="checkbox"/>
J. Illinois Drug Free Workplace Statement.....	<input type="checkbox"/>	<input type="checkbox"/>
K. Substance Abuse Prevention Form.....	<input type="checkbox"/>	<input type="checkbox"/>
L. Prevailing Wage Notification.....	<input type="checkbox"/>	<input type="checkbox"/>
M. Agreement.....	<input type="checkbox"/>	<input type="checkbox"/>
General Conditions.....	<input type="checkbox"/>	<input type="checkbox"/>
Attachment A1.....	<input type="checkbox"/>	<input type="checkbox"/>
Specifications.....	<input type="checkbox"/>	<input type="checkbox"/>
Reference Information.....	<input type="checkbox"/>	<input type="checkbox"/>



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. 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\*\***

**F. CONTRACTOR'S CERTIFICATION**

In Compliance with P.A. 85-1295 – Illinois Revised Statute, Chapter 38, Section 33E-11

\_\_\_\_\_ as a \_\_\_\_\_  
(Printed name of Vendor) (Individual, Partnership, Corporation)

As part of his bid on the above-sole referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

By: \_\_\_\_\_

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

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

STATE OF ILLINOIS )  
 )  
SS )  
COUNTY OF \_\_\_\_\_ )

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\*\***

**G. 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.

**H. WRITTEN SEXUAL HARASSMENT POLICY CERTIFICATION**

The undersigned, on behalf of the entity making this proposal or bid, certifies that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A).

This Act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment, under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

**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.**

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*

## I. 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 certificate 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: \_\_\_\_\_

## **J. 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\*\***

**K. 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

**L. 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 sub contractor 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: <https://www2.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 as listed on page 13.
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.**

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*

**M. 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 specifications entitled:

**Backstop Fencing Improvements- Melas Park**

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 on or about October 9, 2019 and shall be completed on or about November 30, 2019.

The initial contract places no obligation on the PARK DISTRICT to appropriate funds for the park mowing services beyond the initial term of the contract and contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the Owner of this work.

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 CONTRACTOR'S bid and in accord with any subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

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

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 at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. 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. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

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
- Bid Form
- This Agreement
- Conditions of the Bid
- Anti-Collusion, Sexual Harassment, Illinois Drug Free, Substance Abuse Affidavits and Contractor's Certification
- Special Conditions
- Addenda, (if any)
- 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 the original counterparts the day and year first above written.

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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

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

PARK DISTRICT: ARLINGTON HEIGHTS PARK DISTRICT

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

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

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

# **GENERAL CONDITIONS**

## **1.00 SPECIFICATION and 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 most stringent specifications, information, directives, notes, tags or provisions shall apply.

## **1.01 CONSTRUCTION SCHEDULE**

Construction will commence on or about October 9, 2019 with a completion date of November 30, 2019. The Contractor shall submit with the bid proposal a construction plan explaining the process.

## **1.02 LIMIT of CONSTRUCTION**

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

## **1.03 CONSTRUCTION STAGING AREA and LIMITS**

- a. No area has been designated on the site for the staging of construction materials. Bulk materials and equipment shall be permitted only in the construction limits as shown on the plans or as directed by the owner.
- b. Construction access shall be permitted only through the access points as determined by the Owner and the successful Contractor. The Contractor shall be responsible for protection of existing flooring, walls, doors, trees, landscaping, etc. and for replacement of any damage, at no additional cost to the Owner.

## **1.04 WORKMANSHIP**

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

## **1.05 WATER**

The Contractor shall be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and miscellaneous appurtenances necessary for 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. 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 any utilities from private residences for the project.

## **1.06 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 daily basis.



## 1.07 HOURS

The Contractor shall schedule his normal work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except at parks with ball diamonds, at which the work shall be accomplished between the hours of 7:00 a.m. and 3:00 p.m. Village ordinance will not allow construction to begin before 7:00 a.m. on any day. Mowing operations can only be conducted between 8:00 a.m. and 3:00 p.m. on Saturday and 9:00 a.m. and 4:00 p.m. on Sunday. With prior owner notification and approval.

## 1.09 INTERACTION WITH PARK PATRONS

The Arlington Heights Park District gives priority of use to its park patrons. The Contractor's vehicles and personnel shall be marked as to be easily identifiable by the park patrons. The work force of the Contractor shall be courteous to park patrons at all times. The work of the Contractor shall not interfere with scheduled events in a park and shall not, within reason, interfere with patrons' enjoyment of a park area. Any conflict or potential conflict between the work force and park patron shall be reported to the Maintenance Supervisor immediately. Rescheduling of work because of patron use shall not be grounds for failure to comply with frequency of service specified herein.

## 1.11 PUBLIC SAFETY

The Contractor shall not operate machinery in a manner that would in any way endanger park patrons. The Contractor shall be particularly careful to protect against injury from objects thrown by mowing equipment. Contractor will not operate any equipment on Park District property with altered or missing guards or safety equipment.

## 1.12 PROTECTION OF UTILITIES

The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage resulting from Contractor's operations.

## 1.13 CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the Arlington Heights Park District. The Arlington Heights Park District reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Contractor to cease performance of work as directed.

## 1.14 CLEAN-UP

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

**1.15 SITE PROTECTION**

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

**1.16 DAMAGE TO OTHER WORK**

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

**1.17 WORKING HOURS**

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. 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.

**1.18 TIME OF COMPLETION AND WORK SCHEDULE**

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the work. The progress schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who his project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

**END OF SECTION**

# **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.

**Arlington Heights Park District Backstop  
Fence Specifications**

**Scope of Work**

1. **Call J.U.L.I.E. at 1 (800) 892-0123 prior to the start of work.**
2. Remove and haul away existing sideline and backstop fencing as shown in the photos and specifications.
3. Install any posts If necessary for installation of new backstop
4. Framing or fabric as required to complete installation.
5. Excavate and haul away all posthole spoils (48" deep x 12" wide) if necessary
6. Call for any inspections necessary for new fence posts.
7. All fabric shall be installed after concrete has been poured and cured.
8. The Contractor, prior to the execution of the work, shall provide to the Arlington Heights Park District a Performance/ Payment Bond and a Labor/Material bond, each in the total amount of the contract sum and a certificate of insurance naming the Arlington Heights Park District as additionally insured.
9. **Upon completion of the project, The Contractor shall provide to the Arlington Heights Park District a signed Certified Transcript of Payroll for all employees of the Contractor working on this project. The Contractor shall also supply the Certified Transcript of Payroll for any sub-contractors involved with this work. The Contractor shall also furnish final waivers of lien for all materials and services required to complete this project. FAILURE TO PROVIDE THESE ITEMS WILL DELAY PAYMENT.**
10. All construction shall be in accordance with the rules and direction of the Arlington Heights Park District.

**Backstop Fencing**

1. The Contractor shall saw cut the terminal posts 10' high at finished grade, remove and haul away the existing backstop fabric and frame as indicated by the drawings and specifications.
2. The new backstop shall be sleeved over/into the old backstop's footings
3. Contractor shall hold off on installing fence fabric until the concrete around the field has been poured and cured.