



## **Project Manual**

**Bid Packet and Specifications**

**May 15, 2025**

**Plainfield Park District Pool Painting:**

**Ottawa Street Pool**

**Bid # 2049**

**23729 W. Ottawa Street**

**Plainfield, IL 60544**

**Bid Submission Deadline:**

**May 29, 2025 @ 10:00 AM**

**Bid Opening:**

**May 29, 2025 @ 10:00 AM**

**At**

**Plainfield Park District**

**23729 West Ottawa Street**

**Plainfield, IL 60544**



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## ADVERTISEMENT FOR BID

The Plainfield Park District is accepting bids for the following project:

### **Pool Painting - Ottawa Street Pool**

Sealed proposals will be received until **May 29, 2025 @ 10:00 AM** by mail or delivered by hand to the Plainfield Park District Administration Office: 23729 W. Ottawa Street, Plainfield, IL 60544. Immediately thereafter, the bids will be publicly opened and read aloud at 23729 W. Ottawa Street, Plainfield, Illinois.

Each bid must be placed in an opaque sealed envelope and clearly marked **Plainfield Park District Pool Painting: Ottawa Street Pool Bid # 2049**. Bids submitted after the closing time will be rejected and returned unopened. No responsibility shall be attached to any person for the premature opening of a bid not properly identified. No oral proposals or modifications will be considered. **No faxed or e-mail bid or modification of a bid will be considered.**

The work of this project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in Will County. The Contract entered into for the work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic. All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Plainfield Park District for ten percent (10%) of the amount of the bid.

Potential Bidders may obtain bid information by emailing **Bob Collins** at the Plainfield Park District at [collins@plfdparks.org](mailto:collins@plfdparks.org) beginning May 15, 2025, at NOON. All correspondence must be in writing through this email. Project manuals are available at no charge through our website at [www.plfdparks.org](http://www.plfdparks.org) or via email upon request at: [collins@plfdparks.org](mailto:collins@plfdparks.org).

The Plainfield Park District reserves the right to waive all technicalities, to accept or reject any or all bids, and/or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Plainfield Park District.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

**NOTE: Published notice says bid # 2045. Bid # 2049 is correct.**



## INVITATION TO BID

Date: May 15, 2025

RE: **Plainfield Park District Pool Painting: Ottawa Street Pool Bid # 2049**

Dear Bidder:

Sealed bids for **Plainfield Park District Pool Painting: Ottawa Street Pool Bid # 2049** will be received by the Plainfield Park District ("Park District") at its Administrative Office, 23729 West Ottawa Street, Plainfield, IL 60544 until **May 29, 2025 @ 10:00 AM**. The bids will then publicly opened and read aloud immediately thereafter in the conference room at the Plainfield Park District, 23729 West Ottawa Street, Plainfield, IL 60544. Bids submitted after the closing time will be returned unopened. No oral proposals or modifications will be considered. **No faxed or e-mail bid or modification of a bid will be considered.**

Proposals shall be submitted on the Bid Form included in these Bid Documents. After bid opening, no Bidder may withdraw its proposal for a period of ninety (90) calendar days.

The Park District will award the Contract for this project to the lowest responsible Bidder. In considering a Bidder's responsibility, the Park District will evaluate, among other factors, terms of delivery, quality, conformity with specification, serviceability and any other factors as determined by the Park District.

The Park District reserves the right to waive all technicalities, to accept or reject any or all bids, and/or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Park District on request of the Bidder, for use in connection with this project only.

The work of this project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in Will County. The Contract entered into for the work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10%) of the amount of the bid. The successful Contractor shall also be required to submit Performance and Payment Bonds as required by these Bid Documents upon award of the Contract.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.



## INSTRUCTIONS TO BIDDERS

**DATE:** May 15, 2025

**BID REQUEST:** Plainfield Park District Pool Painting: Ottawa Street Pool Bid # 2049

Sealed bids for this project will be accepted until **May 29, 2025 @ 10:00 AM** and then publicly opened and read aloud immediately thereafter in the conference room at the Plainfield Park District, 23729 West Ottawa Street, Plainfield, IL 60544. Any bids received after 9:00 AM will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Plainfield Park District Board of Commissioners at a regularly scheduled meeting.

Oral bids or oral modifications to bids will not be considered. **No faxed or e-mail bid or modification of a bid will be considered.** It is the sole responsibility of the Bidder to see that its bid is received in proper time. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.

For purposes of these Instructions to Bidders: 1) the Plainfield Park District (or "Park District" or "District") and Owner are one and the same; 2) the words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents; and 3) the term "Work" shall mean all of the successful Contractor's duties under the Contract Documents, including the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

### 1. Presentation of Bid

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Affidavit of Experience, and all amounts shall be in words as well as in figures where applicable. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification may result in immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address. The bid name, date and time of opening must be located in the lower left corner of the envelope. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this section will be considered non-responsive and returned.



## 2. Qualification of Bidders

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

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

a. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

b. On the Bidder's Affidavit of Experience form provided herein, list at least five (5) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, contact, contact information and completion date.

c. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the successful Bidder subcontracts any part of the Work for this project, the Bidder shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the successful Bidder.

d. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents may result in immediate rejection of that Bidder's bid.**

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

## 3. Prices

Bidders' prices are to include:

1. The cost of materials, labor, and equipment either specified, or necessary, for the implementation of the Work. Subcontracted labor, equipment, or materials should be clearly identified.
2. The cost of any material and/or labor which is not specifically described, but which is necessary to complete the Work, including project administration costs.
3. The cost of transportation, insurances, bonds, warranties, permits and all other



facilities, and the performance of all labor and services necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

**4. Examination of Site**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint itself with conditions, as they exist, and shall undertake such additional inquiry and investigation, as the Bidder shall deem necessary so that the Bidder may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to its bid. By submitting a bid, the Bidder agrees, represents and warrants that it has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

Omissions from the Specifications or the misdescription of details of Work which are manifestly necessary to carry out the intent of Specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.

**5. Interpretations**

If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, the Bidder must submit a written request for interpretation thereof not later than five (5) business days prior to opening of bids to the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

**6. Explanation to Bidders/Addenda**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered to each prime Bidder of record. The written Addenda constitute



the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that it has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

**7. Substitutions During Bidding**

Unless otherwise indicated, the use of brand names in the Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect the product or material required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**8. Modification of Bids**

Any Bidder may modify its bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by e-mail or facsimile will not be permitted.

**9. Withdrawal of Bids**

No bid may be withdrawn after the public opening. All bids must be valid for a minimum of one hundred and ninety (90) days after the bid opening.

**10. Acceptance or Rejection of Bids**



The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Plainfield Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

#### **11. Surety**

All bids must be accompanied by a bid bond or bank cashier's check payable to the Plainfield Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Plainfield Park District Board of Park Commissioners. The bid security of the three (3) lowest responsive and responsible Bidders will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Plainfield Park District as the certificate holder and as additional insured from successful Bidder, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and



evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

## **12. Award of Contract**

Owner will award of Contract to the lowest responsible Bidder, as determined by Owner. Although price is a major consideration in the award of bids, the Park District does not award on price alone and will also consider the Bidder's responsibility. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with Specifications, terms of delivery, quality, serviceability, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. Bids will be awarded to one Bidder for the entire project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Park District. Such decisions are final and not subject to recourse.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to the Bidder of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Advertisement for Bids, Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, and the Contractors Compliance and Certifications Attachment/Substance Abuse Prevention Program Certification, and Prevailing Wage Notice comprise the Bid Documents. The Bid Documents, together with **the Agreement Between Owner and Contractor**, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents.



## GENERAL CONDITIONS

The General Conditions are included in the **Agreement Between Owner and Contractor**, substantially in the same form included in these Bid Documents (the "General Conditions").

### AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR \_\_\_\_\_

This Agreement between and Owner and Contractor for \_\_\_\_\_ (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Plainfield Park District, an Illinois unit of local government, with its principal place of business at 23729 West Ottawa Street, Plainfield, Illinois 60544 (the "Park District" or the "Owner"), and \_\_\_\_\_, an \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, \_\_\_\_\_, Illinois, \_\_\_\_\_ ("Contractor"). The Park District and Contractor may hereinafter be referred to together as the "Parties" or individually as a "Party".

### WITNESSETH

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

- 1. Contract Documents.** The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents for Plainfield Park District \_\_\_\_\_ Project, dated \_\_\_\_\_, 2025, attached to this Agreement by reference (the "Bid Documents"), Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Certifications, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Performance Bond and Payment Bond, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.
- 2. Scope of Work.** The Contractor shall provide all labor, equipment and materials required to complete the following work: \_\_\_\_\_, and all other improvements as indicated in the Contract Documents (the "Work").
- 3. Examination of Contract Documents and Site.** By its execution of this Agreement, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Final Completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Park District shall in no way be cause to alter this Agreement or the Contract Sum.



By its execution of this Agreement, Contractor represents and warrants that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Before commencing activities, the Contractor shall: a) verify measurements; b) carefully compare this and other information known to the Contractor with the Contract Documents; and c) promptly report errors, inconsistencies, or omissions discovered to the Park District.

4. Commencement and Completion Dates. Contractor shall commence the Work on or about\_\_\_\_\_, 2025 or such other date as mutually agreed to by the Parties. Contractor shall achieve Substantial Completion of the Work on or before\_\_\_\_\_ and shall achieve Final Completion of the Work on or before \_\_\_\_\_. Substantial Completion means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will ensure the completion of the Work in accordance with the Contract Documents by the Final Completion date. It is expressly understood and agreed by and between Contractor and Park District that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

5. Performance of Work.

a. Contractor shall perform all Work in a good and workmanlike manner. Contractor shall maintain sufficient staff and crews to perform all Work in an expeditious manner consistent with the interests of the Park District. Contractor shall promptly notify the Park District immediately in writing: (i) of any information required from the Park District and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Park District or required for the project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors who need such documents or information to perform the Work and complete the project.

b. Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the project site with such materials. The project site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

c. Contractor shall notify all utility companies, public and private, as necessary in advance



of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

d. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Park District of the condition in writing. The Park District shall then issue directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Park District.

6. Contract Sum. The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract Documents the following amount: \_\_\_\_\_00/100 Dollars (\$\_\_\_\_\_.00) (the "Contract Sum").

7. Payment. Payment shall be made by the Park District to the Contractor upon the Park District's receipt of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, and delivery of all required documentation in accordance with Section 8 below. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Park District shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

8. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. If at any time a mechanic's lien or other claim shall be filed, then Contractor shall promptly discharge, remove or otherwise dispose of such lien and, in the event Contractor fails to do, the Park District shall have the right to retain, out of any payment due or thereafter to become due to Contractor, an amount sufficient to completely indemnify the Park District against such lien or claim, including any reasonable attorneys' fees that have been or may be incurred by the Park District.

Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting



any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23 ), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

#### 9. Changes in the Work.

a. By appropriate modification, changes in the Work may be accomplished after execution of the Agreement. The Park District may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Park District and Contractor ("Change Order"). Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall be solely responsible for the cost of additional work and materials under any change order resulting from Contractor's negligent act or omission or failure to perform the Work in accordance with the Contract Documents.

b. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or change in the contract time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the Parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Park District has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the contract time.

c. Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Park District and provided in Contractor's Proposal, shall be made by either written lump sum or by time and material changes, as approved by the Park District, and as follows:

i. The combined allowance for overhead and profit for any changes in the Work shall be the following percentages: (a) five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving subcontractors, or (b) five percent (5%) of the cost of the change in the Work involved performed by subcontractors, plus two percent (2%) of the cost of the change



in the Work for the Contractor's supervision of the work performed by the subcontractors. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

d. Overtime, if and when specifically authorized in advance in writing by the Park District shall be paid by the Park District on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the Park District requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.

10. Progress Meetings and Coordination. On a weekly basis until Final Completion, or as otherwise agreed by the Parties, the Park District and Contractor shall participate in weekly progress meetings as applicable and necessary. The Contractor shall require its subcontractors and suppliers to be present at such meetings as appropriate based on the status of ongoing and scheduled Work. The Contractor shall report on the status of the Work, and the Parties shall discuss and attempt to resolve all requests for information, submittals, Change Order requests, and all other open items then pending.

11. Owner's Right to Correct the Work. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. Delays. In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Agreement, the contract time shall be extended for such reasonable time as the Park District may determine; provided, however, that such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Park District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any



such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be the Contractor's sole and exclusive remedy for delay.

13. Correction of the Work. The Contractor shall promptly correct Work rejected by the Park District or failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, the cost of repairing or replacing all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or non-conformity or as a result of remedying them, and compensation for an architectural or engineering services and expenses made necessary thereby, shall be at the Contractor's expense. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Park District may correct it in accordance with Section 11.

14. Warranties. The Contractor makes the following warranties to the Park District:

- a. It will, at the date of delivery, have good title to any and all goods supplied to complete the Work, and said goods will be free and clear of any and all liens and encumbrances;
- b. Any and all goods supplied to complete the Work will be of merchantable quality;
- c. Any and all goods supplied to complete the Work will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective;
- d. The Contractor warrants that all material and Work provided will be in conformance with the Contract Documents and free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as may be specified in the Contract Documents, except as provided below. Warranty time periods shall commence with the date of Final Completion of the Work. The Contractor shall promptly repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period;
- e. Upon notice from the Park District of such defect of non-conformity, the Contractor shall promptly visit the site in the company of the Park District's representative to determine the extent of all defects or non-conformities and shall promptly repair or replace the defective or non-conforming material and Work, including all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or non-conformity or as a result of remedying them. Defective materials, equipment or workmanship occurring within the warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be



removed and replaced with new materials, equipment or workmanship complying with the Contract Documents. If the Contractor does not promptly repair or replace defective or non-conforming Work, the Park District may repair or replace such work and charge the cost thereof to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and accepted and shall be warranted by the Contractor to be free from defects for a period equal to twelve (12) months after the completion of the corrective Work or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance. Where warranties overlap, the more stringent requirement shall govern;

- f. The Contractor shall deliver all warranties received from manufacturer to the Park District prior to Final Completion, but this shall not reduce Contractor's obligations under this section.

Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

15. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the Park District may do so and the cost thereof shall be charged to the Contractor.

16. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
  - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property or other property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The Park District reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Park District for any and all expenses related



thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

17. Insurance. The Contractor shall acquire and keep in force the following insurance coverage:

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 \$2,000,000 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 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, 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).

The Park District, its elected and appointed officials, employees and agents shall be included as an additional 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 the Park District. Any insurance or self-insurance maintained by the Park District 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 smoke, fire, pollution, explosion, collapse, or underground property damage.

If Contractor maintains higher limits than the minimums shown above, the Park District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

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 \$2,000,000 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 04 13, 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 the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, 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 to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that



rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

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

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, 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 Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

18. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its 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 Contractor's performance of the 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 Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is 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, defend and hold and save harmless the Park District, 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 this Agreement.

Nothing contained herein shall be construed as prohibiting the Park District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Park District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the Park District harmless as set forth herein.



The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

19. Performance and Payment Bonds.

a. Contractor shall deposit with the Park District before commencing any work an AIA A312-2010 Performance Bond and Payment Bond, or an approved substitute, for 110% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, et seq. and this section. Contractor and all subcontractors shall name the Park District as an obligee on all bonds.

b. Whenever Contractor shall be and is declared by the Park District to be in default under the Agreement, the surety and the Contractor are each responsible to make full payment to the Park District for any and all extra work incurred by the Park District as a result of the Contractor's default and to pay to the Park District all attorneys' fees and court costs incurred by the Park District as a result of the Contractor's default, and in protecting the Park District's rights under the Contract Documents to remedy the Contractor's default.

20. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or



defaults by Contractor, the Park District may immediately terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

c. Upon termination of this Agreement for any reason as provided herein: (1) Contractor shall not be entitled to damages or lost profits; and (2) except as otherwise provided herein, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

21. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as Exhibit B to this Agreement.

22. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Will County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with



interest, costs, and the Park District's reasonable attorneys' fees.

23. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

24. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

25. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

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

27. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

28. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the Agreement by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

29. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email



transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District:                      Plainfield Park District  
Attn: Bob Collins  
23729 West Ottawa Street  
Plainfield, IL 60544  
Email: Collins@plfdparks.org

If to Contractor:

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

30. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing and dated subsequent to the date of this Agreement and signed by an authorized representative of each Party.

31. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

32. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

PLAINFIELD PARK DISTRICT

By:

By:



\_\_\_\_\_  
President, Board of Park Commissioners

Attest:

\_\_\_\_\_  
Secretary, Board of Park Commissioners

\_\_\_\_\_

Its:

\_\_\_\_\_



## **SUPPLEMENTARY CONDITIONS**

The General Conditions are hereby amended to include the following:

### **1. Use of Sites**

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

### **2. Cooperation with Utilities**

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

### **3. Protection of Property – Safety Responsibility**

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not owned by or furnished by the Owner.



#### **4. Insurance**

**BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.**

The successful Bidder shall purchase from and maintain in a company/companies, lawfully authorized to do business in the jurisdiction in which the project is located, such insurance as will protect the Bidder from claims set forth below which may arise out of or result from the Bidder's operations under the Contract and for which the Bidder may be legally liable, whether such operations be by the Bidder or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Bidder's employees;
3. claims for damage because of bodily injury, sickness or disease, or death of any person other than the Bidder's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of a conduct directly or indirectly related to employment of such person by the Bidder, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual insurance.

The insurance required in accordance with this section shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. All coverage shall be primary with respects to all claims arising out of operations performed by or on behalf of the Bidder.

##### **A. Commercial General Liability**

- |      |             |   |
|------|-------------|---|
| i.   | \$2,000,000 | General Aggregate                       |
| ii.  | \$2,000,000 | Products/Completed Operations Aggregate |
| iii. | \$1,000,000 | Personal Injury                         |
| iv.  | \$1,000,000 | Each Occurrence                         |
| v.   | \$100,000   | Fire Damage                             |
| vi.  | \$10,000    | Medical Expenses                        |

1. Products and completed operations coverage shall be maintained for three (3) years after final payment.
2. Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.
3. Policy shall be endorsed to have General Aggregate apply to this project



- only.
4. The Park District, its elected and appointed officials, employees and agents 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. The coverage afforded the Park District shall be primary with respect to claims arising out of operations performed by or on behalf of the Bidder. Any insurance or self-insurance maintained by Park District shall be in excess of Bidder's coverage and shall not contribute to it. The insurance company's liability shall not be reduced by the existence of such other insurance or self-insurance.
  5. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**B. Automobile Liability Insurance**

- i. \$1,000,000 Combined Single Limit
  - ii. \$1,000,000 Uninsured Motorists
  - iii. \$1,000,000 Under-insured Motorists
1. Coverage to include all owned vehicles, non-owned vehicles and hired or rented vehicles

**C. Umbrella Excess Liability**

- i. \$2,000,000 Each Occurrence
  - ii. \$2,000,000 Aggregate
  - iii. \$10,000 Self-Insured Retention
1. The Park District shall be named as "Additional Insured" on the commercial general liability policy of the Bidder and/or subcontractor of any tier on a primary, non-contributory basis, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
  2. 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).

**D. Workers Compensation, Occupational Disease and Employer's Liability Insurance**

- i. State (in which this contract is performed): Statutory limits
- ii. Applicable Federal (if any): Statutory limits
- iii. Employer's Liability (\$1,000,000) each accident for bodily injury by accident or each employee for bodily injury by disease
- iv. If Park District has not been included as an additional insured under the Commercial General Liability using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Bidder waives all rights against Park District and its officers,



officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Bidder's work.

**E. Installation Floater**

Each Bidder shall maintain proper insurance to cover any loss or damage to material, product and/or item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure, or project.

**F. Evidence of Insurance**

Prior to beginning the Work, Bidder shall furnish the Park District with certificates of insurance and applicable policy endorsements, 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 the Plainfield Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

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

The Park District shall have the right, but not the obligation, of prohibiting Bidder 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 the Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

With respect to insurance maintained after final payment in compliance with the requirement above, additional certificates evidencing such coverage shall be promptly provided to the Park District whenever requested.

The Bidder shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

**G. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A, using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A, or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

**H. Cross-Liability Coverage**

If Bidder's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**I. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Park District. At the



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

**J. Subcontractors**

The Bidder shall cause each subcontractor employed by the Bidder to purchase and maintain insurance of the type specified above. When requested by the Park District, the Bidder shall furnish copies of certificate(s) of insurance evidencing coverage for each subcontractor. Proof of coverage shall be provided prior to start of work.

**5. Indemnification**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Park District and its 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 paralegal's fees and court costs), arising out of or resulting from the performance of the Bidder'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 Bidder, 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 it is solely 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. The Bidder shall similarly protect, indemnify, and hold and save harmless the Park District, 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 Bidder's breach of any of its obligations under, or the Bidder's default of, any provision of the contract.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

**6. Invoicing and Payment**

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, unless as otherwise modified by the Contract Documents.

**7. Guarantee and Warranty**

The successful Bidder warrants to the Park District that all materials, supplies, and equipment furnished for the Work will: a) be of good quality and new unless otherwise required or permitted by the Specifications; b) be free from defects not inherent in the quality required or permitted; and c) conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Park District.



The Bidder must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District. The Bidder guarantees against any faulty materials or workmanship for a period of one (1) year after final payment, or for the period(s) set forth in the scope of work/Specifications, whichever is longer. Any such defects must be corrected, either through repair or replacement in a manner satisfactory to the Park District, at the Bidder's expense.

Neither final payment nor termination of the warranty period, nor any provision in the Contract Documents shall relieve the Bidder of the responsibility for negligence, faulty materials, or workmanship to the extent and within the period provided by law, and upon written notice the Bidder shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

#### **8. Compliance with Law**

Contractor shall comply with all applicable federal, state, local laws, ordinances, rules, regulations and orders (collectively, the "Applicable Laws") in performance of the Work and shall ensure all Work complies with the Applicable Laws. . The Applicable Laws shall be considered a part of the Contract Documents. Lack of knowledge on the part of the Bidder or subcontractor will in no way be cause for release or waiver of this obligation. Unless as otherwise specified by the Contract Documents, the Bidder or its subcontractor shall, at its sole cost and obligation, be responsible for obtaining all applicable licenses permits required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue any and all legal remedies available to it in the event of Bidder's breach of this provision. Bidder shall execute Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification, which shall be incorporated as part of the Contract,

### **SPECIAL CONDITIONS**

1. Unless expressly agreed otherwise by the Park District, the Park Site shall remain open to the public for the duration of the project. As such, Contractor shall maintain the project site in a manner that ensures safe access to park amenities by the public, Park District staff and others requiring access to the parks. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

2. **Liquidated Damages**

The parties agree that time is of the essence of this Agreement. If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion date(s) established in the Contract Documents and/or as established in the approved construction schedules, as may be adjusted by extensions of time contained in fully-executed Change Orders, if any (the "Scheduled Date(s) of Substantial Completion"), the Contractor shall be liable to and shall pay the Owner the amount of \$100.00 per calendar day for each and every such day between the Scheduled Date(s) of Substantial Completion and the actual date(s) of Final Completion, and the Owner may set off and deduct such amounts from payments due, or which may later become due, to the Contractor.

The parties stipulate and agree that this provision is fair and reasonable, and the per day rate established in this Section is fair and reasonable, considering the nature of the harm that may be incurred by the Owner as a result of such delay, and the difficulty or impossibility of ascertaining,



calculating, and/or proving the actual damages resulting from such delay. The parties stipulate and agree that this Section is a valid and enforceable liquidated delay damages clause, and is not a penalty. The liquidated damages clause contained in this Section shall be Owner's sole and exclusive remedy against Contractor for delay.

#### **NON-WAIVER**

None of the following acts shall constitute a Waiver of the Contractor's obligation to pay liquidated damages or any portion thereof:

1. Acceptance of any portion of the Work or payment to the Contractor thereof.
2. Substantial Completion of a portion of the Work or the occupancy thereof by the Owner.
3. Owner requiring/allowing the Contractor to complete the Work.

#### **OTHER RIGHTS AND REMEDIES**

The rights and remedies of the Owner herein provided are in addition to any other rights and remedies provided under the Contract or by operation by law.

#### **END SECTION**



## **SCHEDULE**

### **COMMENCEMENT OF WORK**

- A. The Work for the Contract shall commence on or just before **September 1<sup>st</sup>, 2025.**

### **COMPLETION OF WORK**

- A. Contractor shall achieve Substantial Completion on or before **October 31, 2025.**

### **CONSTRUCTION SCHEDULE SUBMITTAL**

- A. Within ten (10) calendar days of Notice of Award, Bidder shall submit and review with the Owner a formal delivery schedule identifying the sequencing of events.

**END OF SECTION**



#### **APPLICATION AND CERTIFICATE FOR PAYMENT**

- A. The American Institute of Architects "AIA Document G702 - Application and Certificate for Payment", 1992 Edition, including Continuation Sheet G703, is hereby made a part of the Contract Documents.
- B. Copies of this Document are available from:  
  
Chicago Chapter Office of the American Institute of Architects  
222 Merchandise Mart Plaza  
Chicago, Illinois 60604  
(312) 670-7770.

#### **CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

- A. The American Institute of Architects "AIA Document G706 - "Contractor's Affidavit of Payment of Debts and Claims", 1994 Edition, is hereby made a part of the Contract Documents.
- B. Copies of this Document are available from:  
  
Chicago Chapter Office of the American Institute of Architects  
222 Merchandise Mart Plaza  
Chicago, Illinois 60604  
(312) 670-7770.



**NOTICE OF AWARD (SAMPLE)**

TO:

PROJECT: PLAINFIELD PARK DISTRICT

You are notified that \_\_\_\_\_'s bid dated \_\_\_\_\_ for the above referenced project has been considered by the Plainfield Park District ("Owner"). \_\_\_\_\_ is the apparent successful Bidder and has been awarded a contract for the project in the amount of \$ \_\_\_\_\_. You must deliver to Owner a fully executed Agreement, the required bonds and insurance as specified in the Bid Documents, and an acknowledged copy of this Notice of Award within ten (10) calendar days from the date of this Notice of Award. Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your bid security forfeited. Sincerely,

Bob Collins  
Director of Planning

\*\*\*\*\*

**ACCEPTANCE OF NOTICE**

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



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PAGE 1 of 1

**\*\* Please Note:** The Submission of falsified payroll records is a criminal offense.

[illegible]

INSTRUCTIONS: Fringe benefits (health insurance, pension, vacation, and training) must be paid, if its required for the work classification, regardless of your union or nonunion status. We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program. If the fringe benefits rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate. On the back of this form please list all subcontractors, independent contractors and owner/operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at [www.state.il.us/agency/ldol/](http://www.state.il.us/agency/ldol/) or call 217-782-1710.

\*PW - Prevailing Hours Worked \*N - Non Prevailing Hours Worked



**Certified Transcript of Payroll**

**AFFIDAVIT**

Weekly Statement of Compliance

Date: 2/12/2007

I, JOHN SMITH  
(name of signatory party)  
PRESIDENT  
(Title), do

hereby state: that I pay or supervise the payment  
or the persons employed on the public works  
Project 859792/HHGDF

that during the payroll period commencing on the  
5 day of FEBRUARY, 2007,  
all persons employed on said project have been  
paid the full weekly wages earned; that no  
rebates have been or will be made either directly  
or indirectly to or on behalf of said  
PEM CONSTRUCTION COMPANY  
(name of contractor or subcontractor)

from the full weekly wages earned by any person  
and that no deductions have been made either  
directly or indirectly from the full weekly wages  
earned by any person, other than permissible  
deductions as defined by Federal and/or State  
Law. I further certify that this payroll is correct  
and complete; that the wage rates contained  
therein are not less than the actual rates herein  
stated and that the classification set forth for each  
laborer or mechanic conform to the work he/she  
performed.

Signature

Digital Signature

**SUBCONTRACTORS**

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information  
Company Name:

Contact Person:

Address:

(city) (state) (zipcode)

Telephone Number: (000)000-0000



## AFFIDAVIT OF EXPERIENCE

\_\_\_\_\_, being duly sworn, says that he/she is

\_\_\_\_\_ of \_\_\_\_\_,  
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract. I/we hereby authorize the Plainfield Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope completed in the last five (5) years and include the contact, phone number and date of completion of the project. Additional sheet of references may be attached.

<u>Project Name</u> <u>Date</u>	<u>Contact</u>	<u>Phone # &amp; Email</u>	<u>Completion</u>
------------------------------------	----------------	----------------------------	-------------------


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

Subscribed and sworn to before me this

Notary Seal

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

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_



## BID FORM

### **Project: Plainfield Park District Pool Painting: Ottawa Street Pool Bid # 2049**

Bid Proposal of \_\_\_\_\_.

Hereinafter called "BIDDER", (a)/(an)\_\_\_\_\_ (corporation, partnership, individual)

doing business as \_\_\_\_\_

To the Plainfield Park District, hereinafter called the "Owner".

The undersigned Bidder, having examined the Specifications and other Contract Documents for the above referenced project, hereby proposes to furnish and deliver all labor, materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

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

- A. That Bidder has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that Bidder has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that Bidder has compared the site with the Drawings and Specifications and has satisfied itself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That Bidder has checked carefully the bid figures and understands that Bidder shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Plainfield Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds, insurance and certifications required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;



- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform all of the work described in the Contract Documents for the following price:

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

By \_\_\_\_\_  
(Sign and Date)

FIRM NAME \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_

\_\_\_\_\_  
(Phone)

\*\*\*\*\*

STATE OF ILLINOIS  
SS. COUNTY OF WILL

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 is authorized to act on behalf of Bidder, and that he/she executed the foregoing Bid Form as his/her free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_.

My commission expires: \_\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
(Notary Public)



## ITEMIZED BID FORM

Item / Description	Approx. Quant.	Unit	Unit Price	Subtotal
Prepare pool basin for painting – per specifications	X	Lump Sum	\$	\$
Provide paint, and apply a minimum of 2 coats of blue paint in pool basin per specifications	X	Lump Sum	\$	\$
Provide paint, and paint on lines and markers for black and red areas per specifications	X	Lump Sum	\$	\$

TOTAL (record on page 39)

\$ \_\_\_\_\_



## **SUBCONTRACTORS AND SUPPLIERS LIST**

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

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

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

### Subcontractors / Assignment

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### Suppliers / Materials

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## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.



- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If applicable, Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS



580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Plainfield Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Sign and Date: \_\_\_\_\_ Firm Name: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_ Address: \_\_\_\_\_

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

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

\*\*\*\*\*

STATE OF \_\_\_\_\_ 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 is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

Dated: \_\_\_\_\_ 20\_\_\_\_ Notary Public \_\_\_\_\_



## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

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

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

\_\_\_\_\_  
Dated:

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

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

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

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

\_\_\_\_\_  
Dated:



## **IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES**

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the Contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Bidders and Contractors performing Work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.



## **SECTION 01010 - SUMMARY OF WORK**

### **DIVISION 1 - GENERAL REQUIREMENTS**

#### **1.0 GENERAL**

##### **1.01 SUMMARY**

###### **A. Description:**

1. Pool basin & gutter cleaning and preparation
2. Pool basin & gutter painting

##### **1.02 CONTRACTS**

A. Construct the work under a single fixed-price contract (lump sum amount) in accordance with the specifications & drawings.

##### **1.03 WORK SEQUENCE AND COORDINATION**

Coordinate the construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work.

##### **1.04 CONTRACTORS USE OF PREMISES**

A. Contractor shall limit the use of the premises for work and for storage and to allow for work by Owner.

B. Coordinate use of premises under direction of the Owner's representative.

C. Assume full responsibility for the protection and safekeeping of materials and equipment under this Contract, stored on the site.

D. Move any stored equipment or materials under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage or work areas needed for operations.

##### **1.05 OWNER OCCUPANCY**

A. Owner may occupy the premises during the entire period of construction for the conduct of his normal operations and construction. Cooperate with Owner's Representative in all construction operations to minimize conflict, and to facilitate Owner usage.

B. Contractor shall, at all times, conduct all their operations as to ensure the least inconvenience to the general public.

##### **1.06 CONTRACTORS RESPONSIBILITY**

A. Contractor shall provide layout of site development and establish and guarantee all main lines, levels, etc. to be called for on the drawings.

B. Contractor shall be responsible for the lines, level, etc. of all his or her subcontractors.



**1.07 LIMITS OF CONSTRUCTION AND CONSTRUCTION TRAFFIC**

Construction traffic and staging shall be permitted only within the construction limits or construction fence limits as indicated on the plan. The Contractor shall be responsible for repair of any areas disturbed outside this area.

**1.08 STORM WATER STRUCTURES AND LINES**

The Contractor is responsible for locating all existing storm water structures and lines prior to making connections to them, and to determine if they are functioning properly. All storm water lines intercepted during site excavations shall be repaired or abandoned as determined by the Owner's representative.

**1.09 CONSTRUCTION VEHICLE PARKING**

It will be the responsibility of the Contractor to control construction vehicle parking. Vehicles will not be permitted within the work zone unless they are engaged directly in the work in progress.

**1.10 UNDERGROUND UTILITIES**

The Contractor is responsible for locating and identifying all existing underground utilities prior to beginning any excavation or trenching. Contact J.U.L.I.E. prior to commencing work.

**1.11 WORKMANSHIP**

High quality, first class workmanship, will be expected for all phases of this Contract. Any element of completed work found unacceptable or not meeting standards will be removed and replaced with acceptable workmanship by the Contractor at the sole cost and expense of the Contractor

**END OF SECTION- 01010**



## **SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **ARTICLE 1 - GENERAL**

#### **1.01    *Description***

- A. Furnish, install and maintain temporary facilities and controls required for construction; remove on completion of work. The costs associated with the temporary facilities and controls shall be incidental to the work performed.

### **ARTICLE 2 - PRODUCTS**

#### **2.01    *Materials - General***

- A. Temporary construction materials may be new or used, but must be adequate in capacity for required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

#### **2.02    *Temporary Water***

- A. Arrange with Owner to provide water for construction purposes.
- B. Pay required fees or deposits for water meter and all costs for installation, maintenance and removal. Service shall be metered separately to Contractor as required by the Village.
- C. Be advised that Owner has experienced water shortages in the past and has imposed bans on use of City water for lawn sprinkling. Such bans shall apply to Contractor. Provide alternate supply of water for lawn sprinkling during City sprinkling bans.

#### **2.03    *Temporary Sanitary Facilities***

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of Contractor's employees.
- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Remove from site before final acceptance of work.

#### **2.04    *Temporary Fire Protection***

- A. Fire hydrants shall remain accessible at all times to the Owner.

#### **2.05    *Temporary Site Work***

- A. Roadways shall be maintained along where construction has occurred or which are prepared for construction in a clean, drivable condition as determined by the Engineer. When directed by the Engineer, the Contractor shall immediately take corrective action to temporarily repair the roadway to the satisfaction of the Engineer.
- B. Provide and maintain temporary site drainage.



- C. Exercise caution to minimize increase in suspended solids and turbidity in surface waters within and adjacent to construction area. Spoils are not to be deposited in surface waters. Control and minimize sediment runoff and excavation erosion to surface waters.

2.06 *Damage to Existing Property*

- A. Be responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, utilities and other existing assets.
- B. Contractor shall take measures to ensure that debris does not enter any of the Owner's facilities (including but not limited to sanitary and storm sewers, valve vaults and boxes). If debris does enter these facilities, the Contractor shall take immediate corrective action to remove all of the debris.

2.07 *Security*

- A. Security will not be provided by Owner.
- B. Contractor shall be held responsible for loss or injury to persons or property where his work is involved, and shall provide such security and take such precautionary measures as deemed necessary to protect Contractor's and Owner's interests.

2.08 *Temporary Parking*

- A. Make arrangements for parking area for employee's vehicles to be approved by Owner.
- B. Costs involved in obtaining this parking area shall be borne by Contractor.
- C. There shall be no parking on construction site unless designated or approved by Owner.

2.09 *Temporary Fencing*

- A. Provide temporary fencing sufficient to prevent trespass by public into active construction areas as specified in Traffic Regulation Section.
- B. Materials shall be sufficiently durable to be effective for the duration of the work.

**ARTICLE 3 - EXECUTION**

3.01 *General*

- A. Provide and operate systems to ensure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 *Removal*

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.



- B. Restore existing or permanent facilities used for temporary services to specified, or to original, condition.

**END OF SECTION- 01500**



## **SECTION 01560-PROTECTION OF ENVIRONMENT**

### **ARTICLE 1 - GENERAL**

#### **1.01    *Description***

- A.       CONTRACTOR, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.

#### **1.02    *Protection of Sewers***

- A.       Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.
- B.       Divert sewage flow interfering with construction to sewers leading to wastewater treatment plant. Prior to commencing excavation and construction, submit for review, detailed plans, including routing and connections, required to handle and dispose of sanitary wastes. By reviewing plan, OWNER neither accepts responsibility for adequacy thereof nor for damages to public or private property resulting therefrom, such responsibilities remain with CONTRACTOR.

#### **1.03    *Protection of Waterways***

- A.       Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
- B.       Provide holding ponds or approved method which will handle, carry through, or divert around work flows, including storm flows and flows created by construction activity, so as to prevent excessive silting of waterways or flooding damage to property.
- C.       Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 43019-73-007.

#### **1.04    *Disposal of Excess Excavated and Other Waste Materials***

- A.       Dispose of excess excavated material not required or suitable for backfill and other waste material in a lawful manner.

#### **1.05    *Protection of Air Quality***

- A.       Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.
- B.       Trash burning will not be permitted on construction site.



- C. If temporary heating devices are necessary for protection of work, such devices shall be of type that will not cause air pollution.

1.06 *Use of Chemicals*

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
- B. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.

1.07 *Noise and Dust Control*

- A. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Line storage bins and hoppers with material that will deaden sounds.
- E. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.
- F. Provide unpaved streets, roads, detours, or haul roads used in the construction area with an application of water to minimize dust. The ENGINEER shall direct the CONTRACTOR as to when and where the water is required and to the rate of application. Keep paved areas clean and free of materials contributing to dust. Applicable environmental regulations for dust prevention will be strictly enforced.

All watering described herein shall be done with a spray application. An open-end hose will not be acceptable. The method of watering shall meet the approval of the ENGINEER.

**END OF SECTION – 01560**



## SECTION 09 9100 – PREPARATION & PAINT

### Paint to be Tnemec HI-BUILD EPOXOLINE ® II - SERIES N69F

#### Scope of work:

Pool will be drained by the District at the conclusion of the swimming season in late August.

#### Contractor scope of work:

- Power wash pool basin and gutter with TSP Cleaner
- Hand sand all voids and rough patches (no sand blasting)
- Apply two coats of Tnemec N69F FountainBleu paint to pool basin and gutters
- Paint all inlaid walls and steps with same color as basin
- Paint black and red stripes and markers at matching locations to the ones existing in pool

#### Colors:

- Pool shell and perimeter gutter to be FountainBleu
- Lane lines & arrows (to match existing in pool now) to be Black
- Warning labels to (to match existing in pool now) to be Red

Final color selection will be determined by a submittal process prior to work proceeding.

### PRODUCT DATA SHEET to follow





# HI-BUILD EPOXOLINE® II SERIES N69F

PRODUCT DATA SHEET

## PRODUCT PROFILE

GENERIC DESCRIPTION	Polyamidoamine Epoxy
COMMON USAGE	An advanced generation epoxy for the protection and finishing of steel and concrete. It has excellent resistance to abrasion and is suitable for immersion as well as chemical contact exposure. Contact your local Tnemec representative for a list of chemicals. This product can also be used as a block filler on cementitious or masonry substrates.
COLORS	Refer to Tnemec Color Guide. <b>Note:</b> Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.
FINISH	Satin

## COATING SYSTEM

SURFACER/FILLER/PATCHER	Series 215, 217, 218
PRIMERS	<b>Steel:</b> Self-priming or Series 1, 27, 3711, 66, L69, L69F, N69, V69, 90E-92, 90G-1K97, 90-97, H90-97, 90-98, 91-H2O, 94-H2O, 135, 161, 394 <b>Galvanized Steel and Non-Ferrous Metal:</b> Self-priming or Series 66, L69, L69F, N69, V69, 161 <b>Concrete:</b> Self-priming or Series 130, 1254 <b>CMU:</b> Self-priming or Series 130, 1254
TOPCOATS	Series 21, 22, 4611-113, 66, L69, L69F, N69, N69F, V69, V69F, 73, 104, 113, 114, 118, 141, 156, 157, 161, 180, 181, 287, 435, 436, 1026, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1077, 1078, 1078V, 1080, 1081, 1094, 1095, 1096, 1224. <b>Note:</b> The following recoat times apply for Series N69F: Immersion Service—Surface must be scarified after 30 days. Atmospheric Service—After 30 days, scarification or an epoxy tie-coat is required. Contact your Tnemec representative for specific recommendations.

## SURFACE PREPARATION

STEEL	<b>Immersion Service:</b> SSPC-SP10/NACE 2 Near-White Blast Cleaning or ISO Sa 2 1/2 Very Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. <b>Non-Immersion Service:</b> SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. <b>Note:</b> Commercial Blast Cleaning generally produces the best coating performance for this exposure. If conditions will not permit this, in moderate exposures Series N69F may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces (SSPC Rust Grade Condition C).
GALVANIZED STEEL & NON-FERROUS METAL CAST/DUCTILE IRON	Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.  All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAFF 500-03-04; External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).
CONCRETE	Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2-3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.
CMU	Allow mortar to cure for 28 days. Level protrusions and mortar spatter.
PAINTED SURFACES	<b>Non-Immersion Service:</b> Ask your Tnemec representative for specific recommendations.
PRIMED SURFACES	<b>Immersion Service:</b> Scarify the Series N69F prime coat surface by abrasive-blasting with a fine abrasive before topcoating if: (a) The Series N69F prime coat has been in exterior exposure for seven (7) days or longer and Series 435 is the specified topcoat; (b) the Series N69F prime coat has been in exterior exposure for 60 days or longer and Series 66, L69, L69F, N69, N69F, V69, V69F or 161 is the specified topcoat.
ALL SURFACES	Must be clean, dry and free of oil, grease, chalk and other contaminants.

## TECHNICAL DATA

VOLUME SOLIDS	69.0 ± 2.0% (mixed) †
RECOMMENDED DFT	2.0 to 10.0 mils (50 to 255 microns) per coat. <b>Note:</b> The number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.



## HI-BUILD EPOXOLINE® II | SERIES N69F

## CURING TIME AT 5 MILS DFT

Temperature	To Handle	To Recoat	Immersion
75°F (24°C)	4 hours	5 hours	3 days
65°F (18°C)	7-8 hours	9-11 hours	8 days
55°F (13°C)	12-14 hours	16-20 hours	9-10 days
45°F (7°C)	18-22 hours	28-32 hours	12-13 days
35°F (2°C)	28-32 hours	46-50 hours	16-18 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

## VOLATILE ORGANIC COMPOUNDS

**Unthinned:** 2.30 lbs/gallon (280 grams/litre)  
**Thinned 10% (No. 4 Thinner):** 2.75 lbs/gallon (330 grams/litre)  
**Thinned 10% (No. 60 Thinner):** 2.76 lbs/gallon (331 grams/litre)

## HAPS

**Unthinned:** 2.35 lbs/gal solids  
**Thinned 10% (No. 4 Thinner):** 3.20 lbs/gal solids  
**Thinned 10% (No. 60 Thinner):** 2.35 lbs/gal solids

## THEORETICAL COVERAGE

1,107 mil sq ft/gal (27.2 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates. †

## NUMBER OF COMPONENTS

Two: Part A (amine) and Part B (epoxy) — One (Part A) to one (Part B) by volume.

## PACKAGING

	Part A	Part B	Yield (mixed)
Large Kit	5 gallon pail	5 gallon pail	10 gallons (37.9 L)
Small Kit	1 gallon can	1 gallon can	2 gallons (7.6 L)

## NET WEIGHT PER GALLON

13.34 ± 0.25 lbs (6.10 ± 0.11 kg) (mixed)

## STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

## TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

## SHELF LIFE

Part A: 24 months; Part B: 12 months at recommended storage temperature.

## FLASH POINT - SETA

Part A: 82°F (28°C) Part B: 93°F (34°C)

## HEALTH &amp; SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

## APPLICATION

## COVERAGE RATES

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested (1)	6.0 (150)	9.0 (230)	184 (17.1)
Minimum	2.0 (50)	3.0 (75)	553 (51.4)
Maximum	10.0 (250)	15.0 (375)	111 (10.3)

**Dense Concrete & Masonry:** From 100 to 150 sq ft (9.3 to 13.9 m<sup>2</sup>) per gallon.

**CMU:** From 75 to 100 sq ft (7.0 to 9.3 m<sup>2</sup>) per gallon.

**(1) Note for Steel:** Roller or brush application requires two or more coats to obtain recommended film thickness. Also, Series N69F can be spray applied to an optional high-build film thickness range of 8.0 to 10.0 dry mils (205 to 255 dry microns) or 11.5 to 14.5 wet mils (209 to 370 wet microns). Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

## MIXING

Start with equal amounts of Series N69F Parts A and B. Power mix contents of each container separately, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. **Note:** Both components must be above 50°F (10°C) prior to mixing. For optimum mixing and application properties, the material should be above 60°F (16°C).

Thin by volume and thoroughly mix. Failure to thoroughly mix the Part A and Part B components prior to thinning can affect product's gloss and performance. Do not use mixed material beyond pot life limits. **Note:** For application to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand 30 minutes and restir before using.

## THINNING

Use No. 4 or No. 60 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon.

## POT LIFE

2 hours at 50°F (10°C) 1 hour at 75°F (24°C) 30 minutes at 100°F (38°C)

## SPRAY LIFE

30 minutes at 75°F (24°C)

**Note:** Spray application after listed times will adversely affect ability to achieve recommended dry film thickness.



# HI-BUILD EPOXOLINE® II | SERIES N69F

## APPLICATION EQUIPMENT

## Air Spray •

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

## Airless Spray •

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	3000-4800 psi (207-330 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

• Spray application of first coat on CMU should be followed by backrolling.

**Note:** Application over inorganic zinc-rich primers. Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

**Roller:** Use 3/8" or 1/2" (9.5 mm or 12.7 mm) synthetic woven nap roller cover. Use longer nap to obtain penetration on rough or porous surfaces.

**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

## SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

## CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

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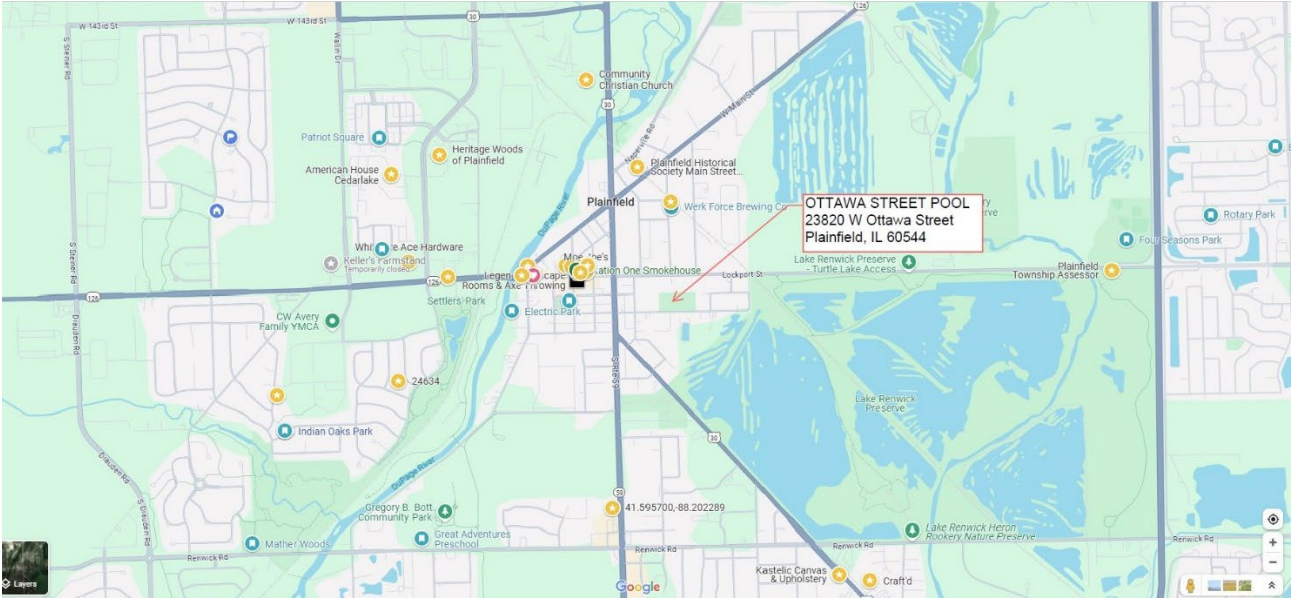
Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 [www.tnemec.com](http://www.tnemec.com)

END OF SECTION 09 9100



MAPS – PHOTOS – SITE INFORMATION

LOCATION MAP

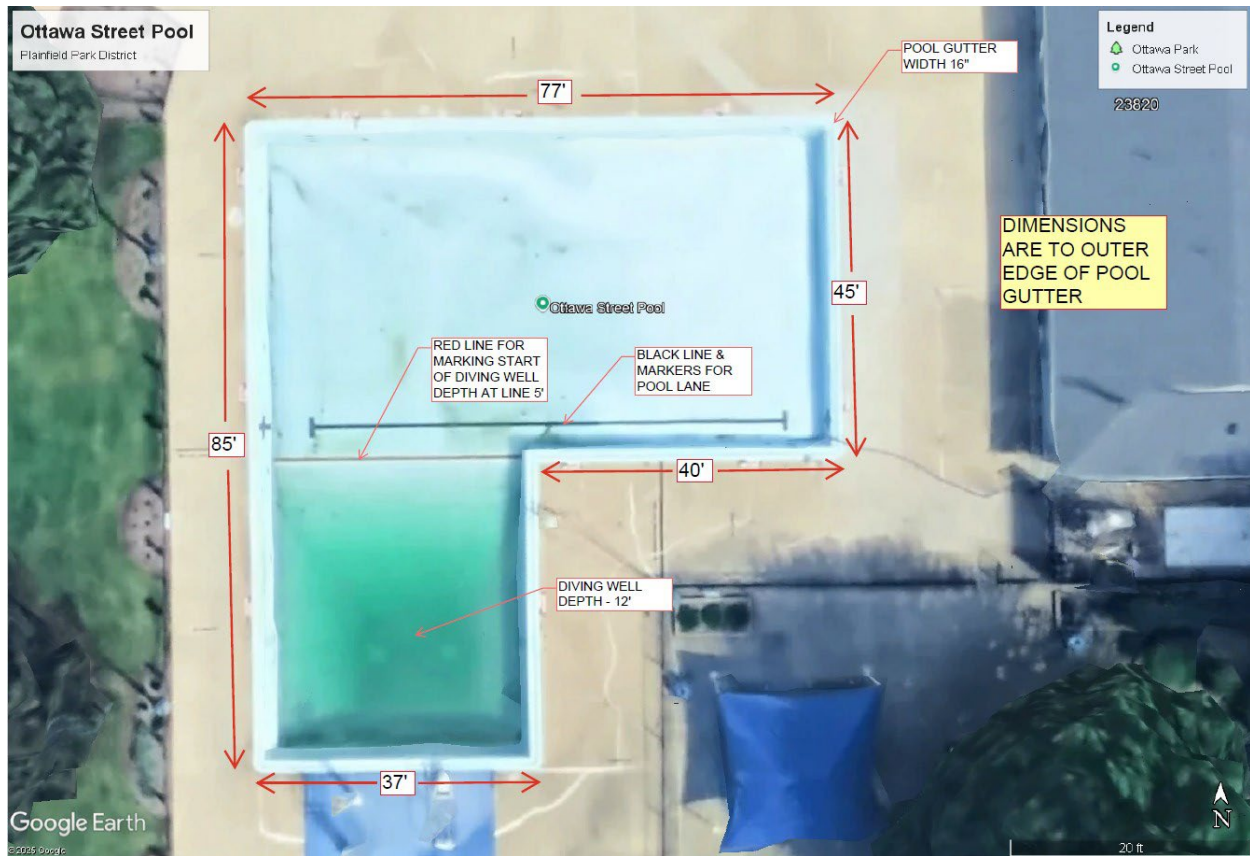


SITE AERIAL IMAGE





## POOL SITE DIMENSIONS





## POOL PHOTOS

