



## **Invitation for Bid**

**Labor and Materials**

**2/10/2020**

### **2020 Hidden Creek Aquapark Slide Resurfacing**

**Site Location: Hidden Creek Aquapark  
1220 Fredrickson Pl.  
Highland Park, IL 60035**

**MANDATORY PRE-BID MEETING  
Tuesday, March 2<sup>nd</sup>, 10:00am  
1220 Fredrickson Place  
Highland Park, IL 60035**

**BID OPENING:  
Tuesday, March 16<sup>th</sup>, 1:00pm  
636 Ridge Road  
Highland Park, IL 60035**

**Tony Matzke  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035  
tmatzke@pdhp.org**

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**TABLE OF CONTENTS**

TABLE OF CONTENTS..... 2

ADVERTISEMENT FOR BID ..... 3

INVITATION FOR BID..... 4

INSTRUCTIONS TO BIDDERS ..... 6

GENERAL TERMS..... 11

ACKNOWLEDGEMENT OF DOCUMENTS ..... 21

BID FORM ..... 22

REFERENCES ..... 24

CONTRACTOR PROFILE AND QUALIFICATIONS ..... 25

CONTRACTOR’S CERTIFICATION OF ELIGIBILITY ..... 27

SAMPLE CONTRACT ..... 28

SCOPE OF WORK..... 34

SPECIFICATIONS..... 35

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**ADVERTISEMENT FOR BID**

The Park District of Highland Park is accepting sealed bids for the 2021 Hidden Creek Aquapark Slide Resurfacing Project. Questions regarding this bid should be directed to Tony Matzke at 847.579.4063 or [tmatzke@pdhp.org](mailto:tmatzke@pdhp.org).

The bid packet, specifications and plans are available on our website at <http://www.pdhp.org/bids-rfps/>. Please note that if you intend to submit a bid for this project, then it is your responsibility to register with Tony Matzke via [tmatzke@pdhp.org](mailto:tmatzke@pdhp.org) or (847) 579.4063. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder. Sealed bids for these items will be received no later than 1:00pm on Tuesday, March 16th, at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 10:00am on Tuesday, March 2nd. The pre-bid meeting will be held at: Hidden Creek Aquapark, 1220 Fredrickson Place. Highland Park, IL 60035.

Completed bids must be submitted in sealed opaque envelopes marked “2021 HCAP Slide Resurfacing” and mailed or brought into the Park District of Highland Park, 636 Ridge Road, Highland Park, IL 60035; Attn: Brian Romes, Secretary.

The Park Board of the Park District of Highland Park reserves the right to reject any or all bids in full or in part, if it shall deem it in the public interest to do so. In submitting a bid, Contractor acknowledges that Contractor must, to the extent that it applies, comply with all requirements of the Illinois Prevailing Wage Act and all other applicable Illinois laws.

PARK DISTRICT OF HIGHLAND PARK  
/s/ Brian Romes  
Secretary of the Board of  
Park Commissioners

Published: Lake County News Sun

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**INVITATION FOR BID**

The Park District of Highland Park is seeking sealed bids for the following scope of work: Provide Labor and Materials for the Resurfacing/Restoration of 1 Drop Slide and 1 Speed Slide to OEM specifications at Hidden Creek Aquapark (HCAP), Highland Park, Illinois. The scope of work includes all necessary workmanship to satisfactorily complete the work as required by the contract documents. Work will start Monday, April 12<sup>th</sup> and conclude by May 15<sup>th</sup>, 2021.

Refer to the following site schedule/scope of work:

- Slide prep work shall begin on Monday, April 12<sup>th</sup>.
- Finish work shall be completed by Friday, May 15<sup>th</sup>.
- All work shall be completed in compliance with the Scope of Work outlined later in this document.

Contractors bidding on the project must have a minimum of 5 years of experience in the work or similar.

The bid packet, specifications and plans are available on our website at <http://www.pdhp.org/bids-rfps/>. Please note that if you intend to submit a bid for this project, then it is your responsibility to register with Tony Matzke via [tmatzke@pdhp.org](mailto:tmatzke@pdhp.org) or (847) 579-4063. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder. Sealed bids for these items will be received no later than 1:00p, Tuesday, March 16<sup>th</sup> at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 10:00am on Tuesday, March 2nd. The pre-bid meeting will be held at: Hidden Creek Aquapark, 1220 Fredrickson Place. Highland Park, IL 60035.

Completed bids must be submitted in sealed opaque envelopes marked “2021 HCAP Slide Resurfacing” and mailed or brought into the Park District of Highland Park, 636 Ridge Road, Highland Park, Illinois; Attn: Brian Romes, Secretary.

All bids must be submitted on the forms included in the bid.

All contracts for work herein are subject to the provisions of all Park District of Highland Park regulations.

To the extent that the Illinois Prevailing Wage Act applies, Contractor must pay and require all subcontractors to pay the prevailing rate of wages to all related laborers, workers, and mechanics involved in the project. As established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Current prevailing wage rates are published at: <http://www.state.il.us/agency/idol/rates/Rates.htm>. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. Likewise, Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

All bids will remain firm for 90 calendar days after the bid opening. The Park District of Highland Park reserves the right to reject any or all bids or to accept any bid, which in its judgment, will be in the best interest of the public or to waive any informalities in bidding. Only bids in compliance with the provisions of the Contract Documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of ninety (90) calendar days after the bid date opening.

The Park District of Highland Park encourages small and minority businesses and women's business firms to submit bids on the approved project and successful contract bidders to utilize small and minority businesses and women's businesses as sub-contractors for supplies, equipment, services, and construction.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**INSTRUCTIONS TO BIDDERS**

For the purpose of these specifications, "Owner" shall refer to the Park District of Highland Park, and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the Contract Documents.

**PLANS AND SPECIFICATIONS**

The bid packet, specifications and plans are available on our website at <https://www.pdhp.org/bids-rfps/>. Please note that if you intend to submit a bid for this project, then it is your responsibility as a potential contractor to register with Tony Matzke via [tmatzke@pdhp.org](mailto:tmatzke@pdhp.org) or (847) 579-4063. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder.

**BID FORM**

Bidders shall submit the bid form provided which shall be filled out completely and addressed as follows: Park District of Highland Park, 636 Ridge Rd., Highland Park, IL 60035.

On the outside of the bid envelope, each sealed bid shall also contain the notation "SEALED BID" along with

- A) "2021 HCAP Slide Resurfacing"
- B) Bidder's Company Name
- C) Date and Time of Bid Opening

Bids for "2021 HCAP Slide Resurfacing" shall be received at or before 1:00pm on Tuesday, March 16<sup>th</sup> at which time they will be opened and read publicly.

**ACCEPTANCE OR REJECTION OF BID**

Owner will accept or reject bids within sixty (60) calendar days after analysis of the bids, and reserves the right to accept or reject any or all bids. In determining the lowest responsive and responsible bidder, Owner further reserves the right to combine or separate or delete any section of work or alternates or items in the bid if it is in the best interest of Owner.

**BIDDER EXPERIENCE**

Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications, must have a minimum of 5 years' experience in that work or similar, and must be able to demonstrate that adequate persons and materials are available to perform the work. Contractor shall submit with the bid no less than three (3) references for which Contractor has completed work similar to that described in the plans and specifications.

**NON-BARRED BIDDING**

Contractor must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

## **EXAMINATION OF SITE AND DRAWINGS**

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

## **LIENS**

Waivers of lien shall be submitted with all payment applications. Waivers shall be supplied from all subcontractors and suppliers involved in the contract work. Neither final payment nor any part of the retained percentages shall become due until Contractor delivers to Owner a complete release of all liens arising out of this contract. Waivers of Lien must include the following language "All Materials taken from fully paid for stock and delivered by our own trucks to the project site" AND "All wages paid according to Prevailing Wage Act".

## **ASSIGNMENT AND SUBCONTRACTORS**

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

## **INSURANCE**

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

## **FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS**

In the event Contractor does not comply with any provision of the Illinois Prevailing Wage Act, Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Contractor agrees to the following:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

**PREVAILING WAGE LAW**

The Park District of Highland Park is a public body that is subject to the Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Paragraph 39s-1, et seq. Current prevailing wage rates are published at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The successful Contractor shall comply at all times with the provisions of the Act to the extent that the Act applies. Failure of Contractor to comply with the Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor's bonds shall include such provision and will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

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

**CERTIFIED PAYROLL**

Where the Prevailing Wage Act applies, Contractor and each subcontractor shall follow Illinois Public Act 094-0515 concerning Certified Payroll. This includes making and keeping records for a period of 3 years of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day and the starting and ending times of work each day; and submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project (Park District of Highland Park at 636 Ridge Road, Highland Park, Illinois, 60035, Attn. Director of Planning and Projects). The certified payroll shall consist of a complete copy of the records identified above. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which avers that (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) Contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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

Where the Prevailing Wage Act does not apply, Contractor or Subcontractor shall provide a letter in lieu of certified payroll stating that the Act does not apply.



*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

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

**COMPLIANCE WITH ALL APPLICABLE LAWS**

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

**CHANGES IN THE WORK**

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

**PAYMENT**

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

**SCHEDULE OF WORK**

Contractor shall commence work on or just prior to April 13<sup>th</sup> and work shall be completed by May 15<sup>th</sup>. The Owner shall pre-approve start date of project. Work shall be completed in accordance with the following site schedule:

Invitation for Bid Release	2/10/2021
Mandatory Pre-Bid Meeting	3/2/2021
Sealed Bids Due No Later Than 1:00pm	3/16/2021
Anticipated Contract Award	4/5/2021
Construction Start	4/12/2021
Project Completion	5/15/2021

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**GUARANTEE**

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

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

## **GENERAL TERMS**

In addition to all other requirements of the Contract Documents (including but not limited to the General and Supplementary Conditions that may be contained within or referred to in other Contract Documents (e.g., AIA A201, General Conditions, as modified by Park District “Supplementary Conditions”) and the Drawings and Specifications and other portions of the Project Manual), the following general terms also apply:

### **TERMS**

"Owner" shall refer to the Park District of Highland Park. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents.

### **LAWS AND PERMITS**

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

### **INTENT OF CONTRACT DOCUMENTS**

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

### **PLANS & SPECIFICATION DIMENSIONS**

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Owner's Representative for a final decision or interpretation.

### **ERRORS AND DISCREPANCIES**

If Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Owner immediately. Owner shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at Contractor's risk. Owner reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not show on the Contract plans when necessary.

When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. Owner shall not be responsible for the accuracy of such information. A guarantee is not expressed or implied that

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

**SUBSTITUTIONS**

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

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

**CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS**

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

All work and materials shall always be open to the inspection of the Owner. Contractor shall also furnish upon request of Owner at his expense, a person or persons familiar with the project to review work on site and discuss any matters with Owner about the work or Contract when Owner gives 48 hours' notice for such a meeting or whenever Contractor's staff is present at the site.

**SUBCONTRACTORS AND SUPPLIERS**

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

**OWNER'S RIGHT TO DO WORK:**

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

**RIGHT TO SUSPEND WORK:**

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

**ALTERATIONS, EXTENSIONS AND DEDUCTIONS:**

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

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

In the case of work specified by the Owner to be completed by Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Unit Prices in the bid, Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

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

**DISCHARGE OF EMPLOYEES:**

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

## **USE OF SITE**

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

1. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.
2. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
3. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or manufactured drainage ways. See Erosion and Sediment Control in Specifications in Special Provisions.
4. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads as necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved prior to construction.
5. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
6. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.

## **WORK SITE SAFETY**

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

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

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

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

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

**LABOR, EQUIPMENT AND METHODS**

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

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

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

**SUSTAINABILITY**

Owner is committed to sustainable practices that benefit our environment and the health and safety of our customers. Contractor agrees to work with Owner, if applicable, on sustainable project elements and materials.

**INSPECTION AND TESTING**

Materials and equipment to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

**SUBMITTALS**

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

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

**REMOVAL OF DEFECTIVE WORK**

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

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

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

**COMPLETION DATE**

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



**CLEANING UP**

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

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

**PAYMENT**

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to Owner for approval in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid item number and quantity, and include waiver of liens as specified in the Instructions to Bidders. The Owner shall retain ten percent (10%) of each payment. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the work.

All invoices should be submitted by the first business day of the month in order to receive payment in the same month.

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

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

**OWNERSHIP OF PLANS, SPECIFICATIONS**

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

**FREEDOM OF INFORMATION ACT REQUESTS**

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**INSURANCE**

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

1. Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal (e.g., Longshoremen's): Statutory
  - c. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee
  
2. Commercial General Liability:
  1. \$2,000,000.00 General Aggregate
  2. \$1,000,000.00 Products Completed Operations Aggregate
  3. \$1,000,000.00 Personal and Advertising Injury
  4. \$1,000,000.00 Each Occurrence
  5. \$ 50,000.00 Fire Damage (any one fire)
  6. \$ 5,000.00 Medical Expense (any one person)
  
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
  - a. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
  - b. Property Damage:

\$1,000,000.00	Per Occurrence
----------------	----------------
  
4. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
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**B. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

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

1. Regarding General Liability and Automobile Liability Coverage

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverage

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

**D. Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

**E. Verification of Coverage.** Contractor shall furnish the Owner with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

**F. Subcontractors.** Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**G. Indemnification.**

To the fullest extent permitted by law, to waive any and all rights of contribution against Owner and to indemnify and hold harmless 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, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which Owner would otherwise have. Contractor shall similarly, protect, indemnify and hold and save harmless, Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Accordingly, the Commercial General Liability Policy shall provide for coverage of contractual indemnification obligations.

**H. An endorsement containing the following:** "Solely as respects to work done by and on behalf of the named insured for the Park District of Highland Park, it is agreed that the Park District of Highland Park, its officers, officials, employees, volunteers, and agents are added as additional insured under this policy."

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**ACKNOWLEDGEMENT OF DOCUMENTS**

1. Receipt of Documents: Contractor has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents.

Yes	No
—	—

2. Identification of Documents Received: The following is a checklist of documents that should appear in the Bid Documents. Please complete the checklist and contact Owner if any of the documents have been omitted.

	Yes	No
ADVERTISMENT FOR BID	—	—
INVITATION TO BID	—	—
INSTRUCTIONS TO BIDDERS	—	—
GENERAL TERMS	—	—
ACKNOWLEDGEMENT OF DOCUMENTS	—	—
BID FORM	—	—
REFERENCES	—	—
CONTRACTOR PROFILE AND QUALIFICATIONS	—	—
CERTIFICATION OF ELIGIBILITY	—	—
SAMPLE CONTRACT	—	—
SCOPE OF WORK	—	—
SPECIFICATIONS	—	—

Park District of Highland Park  
2021 HCAP Slide Resurfacing

**BID FORM**

(Page 1 of 2)

**TO:** Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035

**FROM:** \_\_\_\_\_  
Company  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone

**FOR: 2020 HCAP Slide Resurfacing**

**BASE PROPOSAL:**

<b>Kiddie Water Slide</b>	\$ _____
<b>Drop Slide</b>	\$ _____
<b>Speed Slide</b>	\$ _____
<b>Spiral Slide</b>	\$ _____
<b>TOTAL BASE PROPOSAL</b>	\$ _____

**Receipt of Addenda:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Park District of Highland Park  
2021 HCAP Slide Resurfacing

**BID FORM**  
(Page 2 of 2)

**SUBCONTRACTORS:** List Name, Address, Phone and Work Assignment

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned bidder has carefully examined the plans and specifications for the “2020 HCAP Slide Resurfacing” as prepared by the Owner and/or Engineer/Architect, and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

BY: \_\_\_\_\_  
Name and Title of Authorized Agent

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**REFERENCES**

Contractor shall include at least three (3) references with which the Contractor has completed similar work of approximate magnitude required under this contract.

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_



Park District of Highland Park  
2021 HCAP Slide Resurfacing

**CONTRACTOR PROFILE AND QUALIFICATIONS**

(Page 1 of 2)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

# of Employees \_\_\_\_\_ Annual Sales # \_\_\_\_\_  
Contractor's organization has been in business under its present business name for \_\_\_\_ years.

Contractor's organization has had experience in work comparable with that required under the proposed contract:

as a prime contractor \_\_\_\_\_ years;  
as a subcontractor \_\_\_\_\_ years.

The following Contractor's employees will be involved with the proposed contract:

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Years of Experience \_\_\_\_\_  
Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Years of Experience \_\_\_\_\_  
Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Years of Experience \_\_\_\_\_  
Responsibility/Task \_\_\_\_\_

Contractor may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

**CONTRACTOR PROFILE AND QUALIFICATIONS**

(Page 2 of 2)

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

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2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

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3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

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Park District of Highland Park  
2021 HCAP Slide Resurfacing

**CONTRACTOR'S CERTIFICATION OF ELIGIBILITY**

In Compliance 720 ILCS 5/33E-11:

\_\_\_\_\_,a(n) \_\_\_\_\_  
Print name of Contractor Individual, Partnership, Corporation

as part of his bid or proposal on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract or entering into a contract with the Park District of Highland Park as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

\_\_\_\_\_  
Date

Contractor

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF                )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she 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: \_\_\_\_\_, 2021  
Notary Public \_\_\_\_\_

[Notary Seal]

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**SAMPLE CONTRACT**

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between <NAME OF CONTRACTOR> (hereafter "CONTRACTOR") and the PARK DISTRICT OF HIGHLAND PARK (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Advertisement for Bid including Bid Form <NAME OF PROJECT> dated <DATE (long form i.e. July, 25, 2011)>; the documents referenced therein; CONTRACTOR's Bid in response to the Advertisement for Bid for <NAME OF PROJECT> (hereafter "Proposal"); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, <and list any other contract documents such as plans or specifications not listed above> collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

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

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY 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, expert fees and court costs) arising out of or resulting from the performance of the CONTRACTOR's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of CONTRACTOR's breach of any of its obligations under, or CONTRACTOR's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
  - a. Workers' Compensation:
    - i. State: Statutory
    - ii. Applicable Federal (e.g., Longshoremen's): Statutory
    - iii. Employer's Liability
      - \$1,000,000.00 Per Accident
      - \$1,000,000.00 Disease, Policy Limit
      - \$1,000,000.00 Disease, Each Employee
  - b. Commercial General Liability:
    - \$2,000,000.00 General Aggregate
    - \$1,000,000.00 Products Completed Operations Aggregate
    - \$1,000,000.00 Personal and Advertising Injury
    - \$1,000,000.00 Each Occurrence
    - \$ 50,000.00 Fire Damage (any one fire)
    - \$ 5,000.00 Medical Expense (any one person)
  - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
    - i. Bodily Injury:
      - \$1,000,000.00 Per Person
      - \$1,000,000.00 Per Accident
    - ii. Property Damage
      - \$1,000,000.00 Per Occurrence
    - iii. Umbrella Excess Liability:
      - \$2,000,000.00 over Primary Insurance
4. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates 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. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY 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 CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

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

5. CONTRACTOR shall cause each consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
7. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
9. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of 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, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
10. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.
11. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.
13. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
15. To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the AGENCY as required by Statute. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions.
16. If contract sum is equal or above \$50,000, then the CONTRACTOR, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. Contract amounts below \$50,000 may still require a bond at the discretion of the AGENCY and will be identified in the bid or proposal form. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the AGENCY, and shall name the AGENCY as a primary co-obligee. The cost of the bonds is to be



Park District of Highland Park  
2021 HCAP Slide Resurfacing

included in the Bid Proposal. 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 a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the AGENCY may grant if the forms do not meet its approval shall constitute a default, and the AGENCY may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

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

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

This agreement shall be in full force and effect from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ until such time as it is terminated by the AGENCY.

PARK DISTRICT OF HIGHLAND PARK

<NAME OF CONTRACTOR>

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**SCOPE OF WORK**

All work shall conform to all requirements outlined by:

- 1) The Illinois Department of Public Health, and all other State and Local Codes.
- 2) WWA considerations for operating safety, published by World Watermark Association.
- 3) Suggested Health and Safety guidelines for recreational slides published by U.S. Department of Health and Human Services
- 4) Applicable Local, Provincial or Stated Building Codes.

**PREP WORK:**

- Remove ALL non-factory coatings
- Remove ALL caulk from slide seams
- Repair ALL defects including cracks, chips and Spider Cracks
- Repairs shall be made with Vinyl-Ester Resin
- Address and repair ALL safety concerns
- ALL repairs shall be overbuilt then sanded
- Acceptable repair materials are detailed on Specifications Sheet
- Joints filled for a seamless surface
- Prep surface for Gel Coat

**FINISH WORK:**

- Apply Gel Coat as noted on Specifications Sheet. Colors to be chosen by Owner.
- Gel Coat shall be applied at a thickness of 18-24 mils.
- Interior of slides shall be sanded. Slide joints shall be sanded 3” on either side of joint. AT-75 polyester putty (FDA-RES approved), or equivalent, shall fill the joint for a seamless surface; except splash guard joints.
- The entire slide shall again be hand-sanded for slide safety.
- Do not include any resurfacing of splashdown area but include launch area. Exterior shall not be finished.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

**SPECIFICATIONS**

**Division 1 – General Requirements**

- 1.1 Summary of Work
- 1.3 Project Meetings
- 1.5 Submittals and Substitutions
- 1.7 Protection of Existing Facilities
- 1.9 Measurement
- 1.11 Cleaning
- 1.13 Final Inspection
- 1.15 Final Payment
- 1.17 Other Applicable Codes and Restrictions
- 1.18 Applicable Standards

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

1.1 Summary of Work

1.1.1 The Work under the Contract shall consist of those items designated in the drawings and as specified in the Agreement between Owner and Contractor and as also specified in the following Divisions and specifications

1.1.2 It is the intention of these specifications to supply the Contractor with the basic information necessary for a complete and operational park and recreational facility.

1.1.3 Specifications may make reference to specific product model numbers by specific manufacturers or they may make reference to specific performance requirements. The specifications used throughout these documents are absolute minimum requirements and under no circumstances will bids be accepted which do not meet these absolute minimum requirements.

1.3 Project Meetings

1.3.1 Prior to the execution of the Agreement between Owner and Contractor, a meeting will be scheduled in order that the Owner and Contractor may discuss any requirements of the Contract Documents which may need clarification, and to discuss the construction schedule.

1.3.2 Various other meetings may be scheduled by the Owner throughout the duration of the contract in order to discuss or to point out certain aspects of the work under the contract.

1.5 Submittals and Substitutions

1.5.1 Manufacturer's Literature pertaining to:

1) Installation Procedures 2) Maintenance Information 3) Warranty/Guaranty Information prior to installation shall be supplied by Contractor when asked for by Owner and shall be submitted to the Owner upon completion of the project.

1.5.2 Shop Drawings may be required by Owner for the installation of manufacturer's equipment or materials. Shop drawings shall be approved by Owner prior to installation and "as built" drawings shall be supplied to the Owner by the Contractor as required by the Owner.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

Page Two

- 1.5.3                    Unit Prices shall be submitted to the Owner prior to execution of the Agreement and shall include all materials and labor included in the Contract Documents. These Unit Prices shall be used as a basis for adjusting the contract sum by Change Order subsequent to execution of the Contract. In the event that the Contractor fails to include Unit Prices or fails to submit Unit Prices or fails to submit Unit Price list before execution of the Contract, the Owner shall adjust the contract sum by Change Order in the amount he deems necessary for the materials and labor supplied by the Contractor.
- 1.5.4                    Substitutions may be made only upon the Contractor's receiving written approval from the Owner for such substitutions. This requirement applies to those items specified as "or equal" in the drawings.
- 1.5.5                    Timing of Submittals shall be made far enough in advance for Owner's review, approval and/or Contractor's revisions and resubmittals and for placing orders and securing deliveries. Allow ten days for Owner's review of all items.
- 1.5.5.1                 Construction Timeline shall be as follows:
- April 13<sup>th</sup>, 2020 – May 15<sup>th</sup>, 2020
- 1.5.6                    Delays which occur as a result of tardiness in receipt of materials will not be an acceptable basis for extension of the Contract completion date.
- 1.5.7                    Owner's Review shall not constitute a complete check but shall endeavor to guard the Owner against errors and omissions in the work under the Contract. It shall in no way relieve the Contractor of his responsibilities under the Contract.
- 1.7                      Protection of Existing Facilities
- 1.7.1                    Locating Existing Utilities shall be the responsibility of the Contractor. He shall notify all utilities of his intention to perform contracted work on the site. He shall not commence work until all utilities have been located.
- 1.7.2                    Responsibility for Injury, Damage or Death as a result of disruption of existing utilities shall be the Contractor's. He shall have adequate insurance coverage as specified in the Agreement between Owner and Contractor, and he shall replace or repair utilities at his own expense if disruption occurs.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

Page Three

- 1.7.3                    Existing Facilities shall not be disturbed in any way during work under the Contract except as specified in these Contract Documents. It shall be the responsibility of the Contractor to replace or repair any damage which may accidentally occur at his own expense. All repairs and/or replacement shall occur before final acceptance.
- 1.7.4                    Existing Landscaping, including trees, shrubs, lawns shall be adequately protected by the Contractor so as to avoid destruction or damage to them as a result of operations under this Contract. Trees or shrubs damaged or destroyed by negligence of the Contractor or any of his employees shall be replaced at Contractor's expense. Replacement stock shall be of similar size and age, shall be planted during the proper season and shall be subject to the approval of the Owner.
- 1.9                      Measurement
- 1.9.1                    Dimensions of new facilities have been indicated in the drawings or have been specified in the Contract Documents. For all practical purposes, these shall be the exact dimensions of the facilities as build unless otherwise approved by the Owner. All new construction shall be square and/or level where appropriate and only the most precise and accurate craftsmanship shall be accepted for all work.
- 1.9.2                    Land Elevations may have been specified throughout the Contract Documents. These shall be met in order to assure that the most precise installation possible has been completed. The Contractor shall use only the most precise surveyor's equipment for all elevational measurements. The Owner may deem it necessary to check these elevations during the course of construction.
- 1.11                     Cleaning
- 1.11.1                   Safety and Progress Cleaning - The Contractor shall be responsible for safety cleaning and for progress cleaning which shall include, but is not necessarily limited to the following:
- A.        Keep work free of dirt, rubbish, debris and scrap.
  - B.        Backfill progressively after any underground utility installation.
  - C.        Remove spills of oil, grease or other liquids immediately and sprinkle with sand.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

Page Four

- 1.11.2            Final Cleaning shall occur prior to final inspection by the Owner. The Contractor shall perform a thorough cleaning so as to put all work and surroundings in a neat, finished condition which is ready for final acceptance and for the use intended.
- 1.13              Final Inspection
- 1.13.1            The Work shall be inspected by the Owner. The Contractor shall give at least 48 hours notice before final inspection is to occur. The finished work shall comply with all of the requirements of these Contract Documents and the facilities shall be ready for the Owner to use in the manner in which it was intended.
- 1.13.2            A Punch List shall be prepared by the Owner in order that the Contractor is made aware of any items which do not comply with the Contract Documents. All of the items designated on the Punch List shall be remedied prior to final payment.
- 1.15              Final Payment shall be made only after the following items have been completed by the Owner or the Contractor:
- 1)            Contractor shall complete all work in accordance with the Contract Documents.
  - 2)            Contractor shall notify the Owner that the work has been completed in accordance with the Contract Documents and that it is ready for final inspection.
  - 3)            The Owner shall prepare a Punch List identifying any work items which do not comply with the Contract Document
  - 4)            The Contractor shall submit to the Owner a request for payment and all of the required items shall be completed on the Form including: a) Waivers of Lien, b) Sworn Statement, c) Certified Payroll, d) Invoice, e) Application and Certification for Payment including Continuation Page, any other requirements which the Owner may request. The Contractor shall submit completed forms and other requirements to the Owner at least ten (10) days prior to a regularly scheduled meeting of the Park District Board of Commissioners.
  - 5)            The Board of Commissioners of the Park District of Highland Park shall approve payment to the Contractor at one of their regularly scheduled meetings.

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

Page Five

- 6) The Contractor shall demonstrate to the Owner that all items identified on the Punch List have been remedied and that all requirements of the Contract Documents have been met.
- 7) All payments shall be subject to the Park District's Attorney's review and approval. Contractor shall submit payment requests to Owner with sufficient time to complete such review.
- 8) Waivers of Lien shall be supplied by the Contractor to the Owner using Chicago Title and Trust Form No. 1722 or Tops Form No. 3463. The contractor shall include the following two statements on their Waiver of Lien documents, 1) "All wages paid according to the prevailing wage act." and 2) "All materials taken from fully paid for stock and delivered to the project site by our own trucks".
- 9) Notarization of all documents shall be required.

1.17

All work under this contract shall be installed in strict compliance with the building code for the City of Highland Park, Illinois, whether or not the requirements stated therein have been mentioned specifically in the Contract Documents. The code which the Contractor is to follow shall be:

The BOCA Building Code (most current edition)  
Building Officials & Code Administrator's International, Inc.  
17926 South Halsted Street  
Homewood, Illinois 60430

A copy of the building code shall be kept on-site by the Contractor and he shall refer to the code regarding all types of construction under this contract. The Contractor shall bring any non-compliance to the attention of the Owner. No additional compensation shall be given to the Contractor for work which is changed under this contract in order to comply with the building code.

1.18

Applicable Standards

1.18.1

Description:

1.18.1.1

Throughout the Contract Documents, reference is made to codes and standards which establish methods for testing and reporting on the pertinent characteristics.



*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

Page Six

- 1.18.1.2                   Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
- 1.18.1.3                   It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect or Owner's representative to deliver to the Architect or Owner's representative all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Architect or Owner's representative and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect or Owner's representative.
- 1.18.1.4                   Related work described elsewhere: Specific naming of codes of standards occurs on the drawings and in other sections of these specifications.
- 1.18.2                    Quality Assurance
- 1.18.2.1                   Familiarity with pertinent codes and standards: In procuring all items used in this work it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.
- 1.18.2.2                   Rejection of non-complying items: The Architect or Owner's representative reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The Architect or Owner's representative may take, to accept non-complying items subject to an adjustment in the contract amount as approved by the Architect or Owner's representative and the Owner.
- 1.18.2.3                   Applicable standards listed in these specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
- AASHTO American Association of State Highway and Transportation Officials,  
341 National Press Building, Washington, D.C. 20004
- ACI American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan  
48219
- AISC American Institute of Steel Construction, Inc., 1221 Avenue of the  
Americas, New York, NY 10020

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**

Division One - General Requirements

Page Seven

ANSI American National Standards Institute (successor to USASI and ASA) 1430  
Broadway, New York, NY 10018

ASTM American Society for Testing and Materials, 1916 Race Street,  
Philadelphia, Pennsylvania 19103

AWWA American Water Works Association, Inc., 666 West Quincy Avenue,  
Denver, Colorado 80235

CRSI Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago,  
Illinois 60610

UL Underwriters' Laboratories, Inc. 207 East Ohio Street, Chicago, IL 60611

*Park District of Highland Park*  
**2021 HCAP Slide Resurfacing**