



## **Request for Proposal**

**Labor and Materials**

**Friday, February 16, 2024**

# **2024 Hidden Creek Aqua Park Slide Resurfacing RFP**

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

**SUBMISSION DEADLINE:  
Tuesday, March 12, 2024  
4:00pm**

**Mitch Carr  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035  
mcarr@pdhp.org**

*Park District of Highland Park*  
**2024 Hidden Creek Aqua Park Slide Resurfacing RFP**

2/16/2024

Dear Contractors:

The Park District of Highland Park is seeking proposals for contractors to provide the labor and materials for the following project: **2024 Hidden Creek Aqua Park Slide Resurfacing RFP**

The RFP packet is also available on our website at <http://www.pdhp.org/bids-rfps/> and specifies required qualifications, scope of work, submittal instructions and a set of proposal forms. **Please note that if you intend to submit a proposal for this project, then it is your responsibility to register with Mitch Carr via [mcarr@pdhp.org](mailto:mcarr@pdhp.org) or (847) 579-3105.** This will identify you as a registered plan holder and therefore, you will receive any addenda that may be issued. Addenda will be sent only to those contractors that complete such registration. The contractor remains responsible for obtaining all addenda to the original specification.

Proposals should be e-mailed to [mcarr@pdhp.org](mailto:mcarr@pdhp.org).

Proposals will be received no later than Tuesday, March 12 at 4:00pm.

Questions regarding this project or the enclosed documents can be directed to Mitch Carr at [mcarr@pdhp.org](mailto:mcarr@pdhp.org) or (847) 579-3105.

Sincerely,

Mitch Carr  
Deputy Director

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**GENERAL INFORMATION**

**Introduction**

The Park District of Highland Park is seeking proposals for the following scope of work: Provide Labor and Materials for the Resurfacing/Restoration of 1 Kiddie Water Slide, 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 can start on or after April 15, 2024 and must conclude by May 10, 2024.

**Intention**

The District is soliciting proposals from qualified Contractors interested in this project as specified herein. The District reserves the right not to award any contract for the project.

**Service to Be Provided**

Labor, Materials and Services to meet the requirements as detailed in the Scope of Work provided in this proposal document.

**Examination of the Sites**

Each contractor is encouraged to visit the site to become fully acquainted with the facility, scope of the project, service and difficulties of providing this service or completing this project. Neither additional compensation nor relief from any obligations will be granted because of a lack of knowledge of the site(s) or the conditions under which the work will be accomplished.

**Discussion of Proposals**

The Park District may conduct discussions with any Contractor that submits a proposal. During the course of such discussions, the District shall not disclose any information marked confidential within any proposal and may discuss comparative pricing with one or more Contractors.

The Park District may also choose to interview Contractors during the evaluation process. Selected Contractors may be requested to provide oral presentations. Those Contractors will be notified to arrange specific times. The Park District will not be responsible for any cost of the Contractor's presentation.

**Negotiations**

The Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

After a review of the proposals, the District intends to enter into an agreement with the selected contractor. If an agreement is not finalized in a reasonable amount of time as determined by the District in its sole discretion, then the District reserves the right to negotiate with other contractors as may best serve the interests of the Park District.

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**Reserved Rights**

The Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Contractor, the District has ninety (90) days from the published submission date to enter into an agreement with a Contractor. The District may seek clarification from a Contractor at any time and failure to respond promptly is cause for rejection.

**Incurred Costs**

Park District of Highland Park will not be liable, under any circumstance, for any costs incurred by Contractors in replying to this RFP.

**Award**

A Contractor to whom an offer is made shall be required to enter into a written contractual agreement with the District in a form approved by legal counsel for the Park District. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final written agreement. The District reserves the right to negotiate the terms and conditions of the agreement with the selected Contractor. Payment by the District may be by credit card.

The failure of the successful Contractor to enter into a Contract within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Contractor or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed.

**Taxes**

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

**Equal Employment Opportunity**

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

**Sustainability**

The Park District of Highland Park is committed to sustainable practices that benefit our environment and the health and safety of our customers. The Contractor agrees to work with Park District staff if applicable on sustainable project elements and materials.

**Additional Information**

Should the Contractor require additional information about this proposal, please contact Mitch Carr either by e-mail, [mcarr@pdhp.org](mailto:mcarr@pdhp.org) or by phone 847-579-3105, no less than five (5) days prior to the proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Contractors. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from obligation

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under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

**TERMS AND CONDITIONS**

**Contractor Qualifications**

All Contractors must be engaged in the type of work or services as outlined in these specifications. The Park District of Highland Park reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

As part of the proposal, submit a completed qualifications form (attached), indicating your proposed team's experience with similar work.

**Items to be Submitted**

Contractors shall submit:

- Proposal Form
- References
- Contractor Profile and Qualifications Form
- Contractor's Certification of Eligibility Form

Contractors lacking these completed forms may not be considered for award.

We encourage contractors to include additional documentation supporting contractor's performance record, financial resources, experience, and reliability to execute this agreement as described herein. Any and all exceptions to these RFP terms and specifications must be clearly documented.

**Evaluation Criteria**

The Park District will review proposals to select that proposal which, in the sole discretion of the Park District, is determined to be in its best interests. The Park District may still, thereafter, choose not to award any contract or to award a negotiated and modified proposal.

**Timely Submissions**

The receipt of proposals will cease at the date and time set forth above. Proposals received after the scheduled date and time likely will not be considered

**Responsibility and Default**

The contractor shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful Contractor shall be considered the sole point of contact for purposes of this contract agreement.

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**Change in Status**

The contractor shall notify the Park District of Highland Park immediately of any change in its status resulting from any of the following:

- Contractor is acquired by another party
- Contractor becomes insolvent
- Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Contractor ceases to conduct its operations in normal course of business

The District shall have the option to terminate its agreement with the contractor immediately on written notice based on any such change in status.

**Indemnification**

To the fullest extent permitted by law, to waive any and all rights of contribution against the Park District and to indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, 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 the Park District would otherwise have. Contractor shall similarly, protect, indemnify and hold and save harmless, City, 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.

**Insurance Requirements**

Unless otherwise agreed to by the Park District, the successful contractor shall be required to keep in force, to the satisfaction of the Owner, 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:

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

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\$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
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4. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
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Prior to beginning work, the contractor shall have to furnish the Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

**Sexual Harassment Policy**

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) (“Act”), all Contractors to this agreement must have, prior to awarding this agreement, in effect and in force a **written** sexual harassment policy.

**Compliance with all 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 Illinois Preference Act, 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.



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**Prevailing Wage and Certified Payroll**

Contractor agrees 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 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. 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 submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> no later than the 15<sup>th</sup> of each calendar month following a month in which construction on the project has occurred as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. 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.

**Special Conditions**

Contractor shall familiarize himself with all of the agreement documents as listed in the table of contents and he shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Contractor for not familiarizing himself with site conditions. The Contractor's signature on the proposal shall be the Owner's guarantee that the Contractor has met these restrictions.

**Signature and Legibility**

The prices for work and the names, addresses, and signatures of the Contractors shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

**Schedule**

Request for Proposals Released	Friday, February 16, 2024
Proposals Due No Later Than 4:00pm	Tuesday, March 12, 2024
Anticipated Contract Award Date	Tuesday, March 19, 2024
Anticipated Start of Work	Friday, April 15, 2024
Project Completion Date	Friday, May 10, 2024

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**PROPOSAL 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: 2024 Hidden Creek Aqua Park Slide Resurfacing RFP**

**BASE PROPOSAL:**

**Item 1: Kiddie Water Slide** \$ \_\_\_\_\_

**Item 2: Speed Slide** \$ \_\_\_\_\_

**TOTAL BASE PROPOSAL** \$ \_\_\_\_\_

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

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

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

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**PROPOSAL FORM**

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

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

Pursuant to and in compliance with the General Information, Terms and Conditions, Scope of Work, the undersigned agrees to supply all materials/perform all work in accordance with these contract documents for the prices and/or amounts specified herein. All amounts shall reflect the contractor's complete and thorough understanding of conditions which might affect the proposal and any and all provisions, restrictions and requirements of these contract documents.

The District reserves the right to accept any part, or all of any proposal, and to reject any and all or parts of any and all proposal. Any proposal which contains items not specified, or which does not complete all the items scheduled for proposal, shall be considered informal and may be rejected on this basis.

BY: \_\_\_\_\_

Name and Title of Authorized Agent

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

\_\_\_\_\_  
Date

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**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 \_\_\_\_\_

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**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.

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**CONTRACTOR PROFILE AND QUALIFICATIONS**

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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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**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: \_\_\_\_\_, 2024  
Notary Public \_\_\_\_\_

[Notary Seal]

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**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.



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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: Request for Proposal <NAME OF PROJECT> dated <DATE (long form i.e. July, 25, 2011)>; the documents referenced therein; CONTRACTOR’s Proposal in response to the Request for Proposal for <NAME OF SERVICES REQUESTED> (hereafter “Proposal”); which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, 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. The Work:
  - a. To perform the work described in the Proposal (the “Work”);
  - b. To provide all the labor, materials services and equipment necessary to perform the Work according to the schedule agreed upon by the Parties;
  - c. To accept payment in the amount of <Contract Amount> for the performance of the Work in accordance with the Local Government Prompt Payment Act.
2. 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.
3. 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

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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 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.

4. 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
  - d. Umbrella Excess Liability:
    - \$2,000,000.00 over Primary Insurance

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5. 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 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.

6. 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.
7. 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.
8. 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.

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9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. CONTRACTOR agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
15. 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.
16. CONTRACTOR agrees 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 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. 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

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to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. 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.

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

21

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**SCOPE OF WORK**

All work shall conform to all requirements outlined by:

- i. The Illinois Department of Public Health, and all other State and Local Codes.
- ii. WWA considerations for operating safety, published by World Watermark Association.
- iii. Suggested Health and Safety guidelines for recreational slides published by U.S. Department of Health and Human Services
- iv. 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 per manufacturers specifications. 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.

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**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

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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.



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Division One - General Requirements

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- 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 15, 2024 – May 10, 2024**
- 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.

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- 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.

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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.

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Division One - General Requirements

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- 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 contact 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.

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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

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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