

Oak Brook Park District
Central Park Monument Sign Project
and
North Athletic Fields Parking Lot Sign



Bid Packet

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“CENTRAL PARK” MONUMENT SIGN AND
And “NORTH ATHLETIC FIELDS” SIGN

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**INVITATION TO BID OAK BROOK PARK DISTRICT
CENTRAL PARK MONUMENT SIGN PROJECT**

The Oak Brook Park District (the "District") is accepting bids for the Central Park Monument Sign Project. Specifications and Contract Documents may be obtained beginning May 25, 2021 at the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00a.m. – 5:00 p.m., or in PDF format at the District's website: <https://www.obparks.org/bids-rfps>.

Each bid must be placed in a sealed opaque envelope with the Bidder's name, the date and time of the bid deadline and marked "**Sealed Bid** – Oak Brook Park District Central Park Monument Sign Project," and addressed to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523, **Attention: Executive Director**. Bids will be received until 1:30 p.m. on June 8, 2021, at which time the bid proposals will be publicly opened and read aloud at the District's Administrative Office, located at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

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

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

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

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

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

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
“CENTRAL PARK” MONUMENT SIGN AND
“NORTH ATHLETIC FIELDS” SIGN**

INSTRUCTIONS TO BIDDERS

The Oak Brook Park District and Owner are one and the same.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

A. BID DOCUMENTS

1. The Bid Documents may be downloaded in PDF format from the Owner's website: <https://www.obparks.org/bids-rfps>. The Bid Documents are also available in printed format from the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m.
2. A pre-bid meeting will not be held for this Project. Please contact Haley O'Brien at hobrien@obparks.org with any questions on this Project.

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.
2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the

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

6. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
7. Attached to the Bid Form will be the Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

Sealed Bid: Oak Brook Park District Central Park Monument Sign Project
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

9. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than June 8, 2021 at 1:30 p.m. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.
11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within

the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

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

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

2. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

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

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

5. On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

6. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

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

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

D. MODIFICATION OF BIDS

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

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

***Note: Plans and Drawings are not construction ready. Ground elevations and conditions may need to be addressed in the fabrication and construction of the monument sign(s). Construction plans prepared by the successful Bidder will be reviewed and approved by the Park District. The Park District will submit the construction plans to the Village of Oak Brook for permit.**

F. ACCEPTANCE OR REJECTION OF BIDS

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

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

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

G. SURETY

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

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

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned

by a surety company licensed to conduct business in the State of Illinois and with at least an “A” rating and a financial rating of at least “X” in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

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

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

I. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized

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

The Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Agreement for Construction of Monument Sign, substantially in the same form included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Address all communications to Haley O'Brien, hobrien@obparks.org. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

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

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

L. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

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

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

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

acceptable alternate. Such decisions are final and not subject to recourse.

**CONDITIONS OF THE CONTRACT
OAK BROOK PARK DISTRICT
CENTRAL PARK MONUMENT SIGN PROJECT**

GENERAL CONDITIONS

The General Conditions are included in the Agreement for Construction of Monument Sign, substantially in the same form included in these Bid Documents (the "General Conditions").

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following Supplemental Conditions. For purposes of these Supplemental Conditions, the term "Contract" shall also mean "Agreement":

1. COMMENCEMENT AND COMPLETION DATE

The Work for the Contract shall commence after June 22, 2021, on a date(s) mutually agreed upon by the parties. Final Completion shall be on or before September 30, 2021, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

2. USE OF THE SITES

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

3. COOPERATION WITH UTILITIES

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

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

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

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

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

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

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

5. INSURANCE

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

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

a. Commercial General and Umbrella Liability Insurance

The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as

primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self- insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

b. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 0104 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

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

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

c. Business Auto and Umbrella Liability Insurance

The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

d. Workers Compensation Insurance

The Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Such Contractor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

e. General Insurance Provisions

i. Evidence of Insurance: The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

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

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

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

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

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

f. Subcontractors

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

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

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

The Contractor's indemnification of the District shall survive the termination or expiration of the Contract.

7. WARRANTY

The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor for a period of twenty-four (24) months from Final Completion against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings.

8. OWNERSHIP OF DOCUMENTS

A. Record Documents on the Site.

The Contractor shall keep one record copy of the Contract Documents and Shop Drawings at the site in good order and annotated to show all changes made during the progress of the Work. These shall be available to the Owner and shall be delivered to Owner upon completion of the Project.

B. Basis of Payment for Contractor Record Drawings.

The cost of furnishing one (1) set of as-built Record Documents shall be considered as incidental to the price of the Contract.

C. Final payment to the Contractor shall not be made until the completed Record Documents (in acceptable condition and with appropriate detail) are delivered to the Owner.

9. MATERIALS AND EQUIPMENT

It is the intent of the Specifications that new, first class materials and/or equipment shall be used in performing the Work, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable in every detail. Only materials and/or equipment which conform to the requirements of the Specifications shall be used in performing the Work.

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all materials and equipment.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary to perform the Work.

The Contractor shall furnish, for the Owner's approval, the names of the manufacturers of all equipment and fixtures, together with catalog cuts, descriptive literature, rated capacities and other necessary information before purchasing any such equipment. The Work performed shall be in accordance with approved equipment data.

Complete operating and maintenance instructions, and parts lists for all equipment shall be furnished to the Owner before final payment if required by the Specifications or if requested by the Owner.

All equipment data shall be properly identified with name and location of the Project, name of Contractor, Subcontractor, if any, and Owner, and date. A letter of transmittal shall contain similar information.

10. INSPECTION OF WORK AND MATERIALS

The Owner shall have free access to inspect the Work performed and any materials and equipment provided under the Contract at all times and shall be entitled to receive all necessary information from the Contractor. The Contractor shall provide proper and safe facilities for such access and for inspection. If any Work, materials or equipment is covered up without approval or consent of the Owner, it must be uncovered for examination, if so required, at the Contractor's expense.

All materials and equipment furnished under this Contract shall be subjected at all times during manufacture, fabrication or erection to such inspection and tests requested by the Owner as will give due assurance that the terms of the Specifications are being complied with in all respects. Such inspection and tests may be performed at the points of manufacture or fabrication, or in the field, as are herein specified therefor or as otherwise designated by the Owner. Where inspections

or tests are to be made at the point of manufacture or fabrication, the Contractor in all cases shall give ample notice to the Owner to permit such inspection and tests to be performed before shipment is made.

The Owner shall have full power to reject any and all material or equipment which fails to meet the terms of the Specifications and such material or equipment shall be removed promptly from the site. All material or equipment which develops defects during the life of the Contract which includes guarantee periods, either before or after erection, shall be removed notwithstanding that it may have passed the prescribed inspection and tests. Proper material shall be installed in lieu thereof at the Contractor's expense and replaced with acceptable materials or equipment meeting the said Specifications. Upon failure of the Contractor to comply with any order of the Owner pursuant to the provisions of this article, the Owner shall have authority to remove and replace defective materials and/or equipment and to deduct the cost of the removal and replacement from the monies due or to become due the Contractor.

11. SPECIFICATIONS, PLANS AND DRAWINGS

The Specifications, Plans and Drawings show such details as are necessary to give a general idea of the Work to be performed and the materials and equipment to be provided. All Work, materials and equipment shall conform to the Specifications, Plans and Drawings with the exception of such deviations as may be authorized by the Owner.

Plans and drawings are not construction ready. Ground elevations and conditions may need to be addressed in the fabrication and construction of the monument sign. Construction plans prepared by Contractor will be reviewed and approved by Owner, and the Owner will submit the construction plans to the Village of Oak Brook for permits.

12. COORDINATION OF CONTRACT DOCUMENTS

The Contract Documents are intended to describe the Work required by the Owner, and each document is an essential part of the Contract.

Conditions of permit requirements shall govern over all other documents; provided that their requirements exceed the requirements of said other documents. The Contractor shall make known to the Owner any apparent error or omission in the Contract Documents, and the Owner shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents.

Wherever conflicts occur between these Supplemental Conditions and other Contract Documents, these Supplemental Conditions shall take precedence over such other Contract Documents and shall be used in conjunction with them.

The Specifications are intended to amplify and supplement the Plans and Drawings, and/or indicate items and/or Work, materials or equipment that cannot be readily shown on the Plans and Drawings, and further, to indicate the type and quality of materials and equipment to be provided and Work to be performed; therefore, it will not be their province to mention any portion of the construction which the Plans and Drawings are competent to explain, and such omission shall not

relieve the Contractor from carrying out such portions indicated only on the Plans and Drawings, and should items be required by the Specifications and not indicated on the Plans and Drawings, they shall be supplied even if of such nature that they could have been indicated thereon.

In the event of conflict in or between the Specifications and the Plans and Drawings, or should the Plans and Drawings in themselves disagree, the Owner or its representative shall decide the intent of the documents. Wherever there may be a divergence in the Specifications and on the Plans and Drawings as to materials and equipment, or any inconsistency between the Contract Documents and applicable standards, codes or ordinances, it shall be assumed that the material or equipment to be furnished shall be of the higher quality or greater quantity, or shall comply with the more stringent requirements unless otherwise ordered by the Owner.

The key shown on the Plans and Drawings, together with the Specifications and written descriptions contained on the Plans and Drawings, shall be the guide as to the kind of materials to be used. The particular grade or quality of the materials of the several kinds shall be as hereinafter specified.

13. MEASUREMENTS

The Contractor and any Subcontractors shall verify all measurements at the job site. Discrepancies between the dimensions shown on the Plans and Drawings and the actual field measurements shall be brought to the immediate attention of the Owner for resolution before proceeding with the Work. The Contractor and each Subcontractor shall assume full responsibility for the accuracy of the measurements obtained at the Project site. Figured dimensions and marked data shall take precedence over scale measurements and details shall take precedence over smaller scale general drawings.

14. PROFESSIONAL SERVICES

The Contractor shall be required to provide professional services which constitutes the practice of architecture or engineering to the extent specifically required by the Contract Documents and in order to carry out the Contractor's responsibilities. The Contractor shall cause such services and the certifications of such services to be provided by an appropriately licensed professional.

15. SHOP DRAWINGS AND SAMPLES

The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, any Shop Drawings, product data and samples required by the Contract Documents.

By approving and submitting Shop Drawings, product data and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, product data or samples

unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, product data or samples by the Owner's approval thereof.

Shop Drawings and samples shall be properly identified with name and location of the Project, name of Contractor, name of the Project drawing number and date. Any letter of transmittal shall contain similar information.

Samples shall be submitted in ample time before the materials or equipment are installed to allow for possible rejection and resubmission. Any materials installed prior to the Owner's approval of Shop Drawings and samples shall be subject to rejection by the Owner.

16. COOPERATION BETWEEN CONTRACTOR AND ANY SUBCONTRACTORS

The Contractor and any Subcontractors involved shall assume liability, financial or otherwise, in connection with its Contract, and shall protect and save harmless the Owner or his representatives from any and all damages or claims that may arise because of inconvenience, delay or loss experienced because of the presence and operations of other Subcontractors, if any, who may be working within the same area of the Project. The Contractor and any Subcontractors shall assume all responsibility for all Work not completed or accepted because of the presence and operations of the other Subcontractors.

The Contractor and any Subcontractors shall as far as possible arrange the provision of their Work, materials or equipment, and shall place and dispose of all materials or equipment being used, so as not to interfere with the cooperation of any other Subcontractors within the same area of the Project.

17. SUPERINTENDENCE, CONTROL AND MANAGEMENT

The Contractor shall keep a superintendent fluent in English on the job at all times who shall have the knowledge and control of all Work to be performed under this Contract. The Contractor shall have direct control and management of all construction operations, and shall be responsible to the Owner for the satisfactory overall performance of any suppliers and Subcontractors, in order that all provision of Work is properly coordinated and supervised.

18. CHARACTER OF WORKERS

The Contractor shall employ only competent and efficient laborers or mechanics, and whenever in the opinion of the Owner, an employee is careless, incompetent, obstructs the performance of the Work, acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Owner, discharge or otherwise remove such employee from the site and shall not reinstate such employee, except with the written consent of the Owner.

19. INSPECTIONS

The Owner shall have the right to inspect the Work, materials and equipment following completion

of any Work performed, or any portion thereof, as soon as practicable after notification by the Contractor that the Work is completed. If the Work, materials or equipment are not acceptable to the Owner at the time of such inspection, the Owner shall inform the Contractor as to the particular defects to be remedied.

20. COST OR CREDIT

The cost or credit to the Owner resulting from a change in the Work to be performed shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- B. By unit prices stated in the Contract Documents or subsequently agreed upon.
- C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- D. By calculation of the Owner in accordance with prevailing wages.

21. PAYMENT

A. The Contractor shall be paid in accordance with the Local Government Prompt Payment Act.

B. Payments Withheld: The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Owner from loss on account of:

- 1. Defective Work, materials or equipment not remedied or replaced.
- 2. Claims filed or reasonable evidence indicating probable filing of claims.
- 3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- 4. Damage to any materials or equipment installed.
- 5. Failure to provide partial or final waivers of lien or other acceptable evidence of payment of all current accounts incurred by the Contractor for equipment or materials provided

When the above grounds are removed, payment shall be made for amounts withheld

because of them.

C. Substantiating Data: The Contractor warrants that title to all materials and equipment will pass to the Owner either by incorporation into existing equipment or upon the receipt of payment therefor by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment will be acquired by the Contractor, or by any other person performing Work or furnishing materials and equipment, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

D. Invoice Submittal: All invoices shall be submitted in duplicate, made out to the Owner and sent for consideration and approval before the last day of the month, with authorized payment to be made by the Owner in accordance with the Local Government Prompt Payment Act. With each invoice, the Contractor shall include waivers of lien from all parties concerned, and voucher tickets for verification of any bulk materials delivered to the site.

E. Contractor shall pay each subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a Subcontractor irrespective of any delay in payment to the Contractor. Owner shall have no obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

22. CORRECTION OF WORK BEFORE FINAL PAYMENT

If any tests or inspections indicate that the Work, or any materials and/or arrangements of same do not conform with the requirements of the Contract Documents, the Owner shall have the right to require the removal and replacement of any unsatisfactory Work, materials or equipment or to require an adjustment in the Contract Sum to compensate the Owner for any differences between the specified Work as performed if the Work is acceptable to the Owner although not equal to that specified. The decision of the Owner or its representative on all such matters shall be final.

23. CORRECTION OF WORK AFTER FINAL PAYMENT

The final payment at the end of the term of the Contract shall not relieve the Contractor of the responsibility for the correction of any and all defects in the Work performed or the materials or equipment installed. In addition to Contractor's obligation to correct the Work, or any portion thereof, in accordance with the applicable warranty requirements, Contractor shall correct all Work found not to be in compliance with the Contract Documents upon notice from the Owner thereof for a period of twelve (12) months after final payment. The obligation under this section shall survive acceptance of the Work and termination of the Contract.

24. NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or stopped from showing the true amount and character of the Work performed, or that the Work, materials or equipment do not conform in fact to the Contract. The Owner shall not be precluded from recovering from the Contractor and its Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Owner nor any representative of the Owner, nor any payment made to the Contractor, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damage therein provided. A waiver of any breach of the Contract shall not be held to a waiver of any other or subsequent breach.

25. CONTRACTOR'S COMMITMENT TO SOUND BUSINESS PRACTICE

The Contractor accepts the relationship of trust and confidence established between it and the Owner by the Contract. The Contractor agrees to perform the Work set forth in the Contract in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner, and agrees to furnish efficient business administration and superintendence.

26. WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit arising from the Work. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of the Agreement.

27. COMPLIANCE WITH LAWS

A. Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

B. The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of

Human Rights ("Department"). Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled 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. During the performance of this Contract, Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract. The Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

C. The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

SPECIAL CONDITIONS

1. The park sites shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to park amenities by the public, Park District staff and others requiring access to the parks. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
2. Contractor shall comply with, and require all of its employees, subcontractors and invitees to comply with, all applicable COVID-19/Coronavirus-related health and safety laws, rules, regulations, orders, guidelines, or guidance from any source with jurisdiction over this Project, including but not limited to, guidelines promulgated by the Centers for Disease Control and Prevention (“CDC”), the Occupational Safety and Health Administration (“OSHA”), the Illinois Department of Health (“IDPH”), and the DuPage County Health Department.

END OF SECTION

**BID FORM
OAK BROOK PARK DISTRICT
CENTRAL PARK MONUMENT SIGN PROJECT AND
THE NORTH ATHLETIC FIELDS SIGN**

(Please complete in ink, and print or type)

TO: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

EMAIL ADDRESS

FOR: Central Park Monument Sign Project

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

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.

- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following lump sum price:

Central Park Monument Sign Project	Amount
1) "Central Park" Monument Sign:	\$
Location: Corner of Kensington Road and Jorie Blvd.	
2) "North Athletic Fields" Sign:	\$
Location: Parking Lot off of Kensington Road	

Total Lump Sum Base Bid: _____

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____

The Work for the Contract shall commence after June 22, 2021 or on a date agreed upon by the parties. Final Completion of the Project shall be on or before September 30, 2021, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2021.

_____	(a) Individual	()
Full Name of Bidder (Print)	(b) Partnership	()
_____	(c) Corporation	()
Name and Title of Authorized Agent		

if Corporation or Partnership (Print): _____

Full Name and Title of Bidder (Signature)

Street Address

City/State/Zip

Email

Phone _____

LIST OF SUBCONTRACTORS

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

Subcontractor Name & Address Classification of Work Amount of Subcontract

1.		
2.		
3.		
4.		

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. If applicable, Contractor shall abide by the "*Employment of Illinois Workers on Public Works Act*" (30 ILCS 570/0.01 *et seq.*), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
- E. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of

bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

_____ Dated: _____

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

_____ Dated: _____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

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

Agreement for Construction of Monument Sign

AGREEMENT FOR CONSTRUCTION OF MONUMENT SIGN

This Agreement for Construction of Monument Sign (the "Agreement") is made as of the ___th day of _____, 2021 by and between the Oak Brook Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois 60523 and _____, a[n] [state] _____ ("Contractor"), with its principal place of business at _____. The Park District and Contractor may hereinafter be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

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

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: fabrication and construction of the Central Park Monument Sign, as indicated in the Bid Documents for Central Park Monument Sign Project, dated May 25, 2021 (the "Work"), attached to and incorporated as part of this Agreement by reference (the "Bid Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Supplemental Conditions, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Certifications, attached to and incorporated as part of this Agreement as **Exhibit C**, Contractor's Performance Bond and Payment Bond, attached to and incorporated as part of this Agreement as **Exhibit D**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Supplemental Conditions and this Agreement, the Supplemental Conditions shall control.

By its execution of this Agreement, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Final Completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Park District shall in no way be cause to alter this Agreement or the Contract Sum.

3. Completion Date. Time is of the essence of this Agreement. Contractor shall commence the Work after June 22, 2021, on a date mutually agreed to by the Parties. Contractor shall achieve Final Completion of the Work on or before September 30, 2021. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

4. Performance of Work.

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

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

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

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

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, and has delivered all manufacturer's and supplier's warranties, operating manuals, as-built drawings, and a complete release of all liens as required in accordance with Section 7 below. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Park District shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver

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

Final payment shall not become due until the Contractor has fully performed the Work in accordance with the Contract Documents as indicated in Section 6 of this Agreement, including but not limited to delivery to the Park District of a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

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

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

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

11. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly correct any defective Work. Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the Final Completion of the Work and shall run for a twenty-four (24) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall promptly repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

12. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. Before final acceptance of the Work, the Contractor shall restore the project site to its original condition or better, and shall repair or replace all private and public property damages, moved, or otherwise displaced in the construction of the Work. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to this Agreement. If the Contractor fails to clean up as provided herein, the Park District may do so and the cost thereof shall be charged to the Contractor.

13. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
 - c. Contractor shall comply with, and require all of its employees, subcontractors and invitees to comply with, all applicable COVID-19/Coronavirus-related health and safety laws, rules, regulations, orders, guidelines, or guidance from any source with jurisdiction over this project, including but not limited to, guidelines promulgated by the Centers for Disease Control and Prevention ("CDC"), the Occupational Safety and Health Administration ("OSHA"), the Illinois Department of Health ("IDPH"), and the DuPage County Health Department.
 - d. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

14. Insurance.

The Contractor shall acquire and maintain the insurance coverage of the types and amounts as required by the Supplemental Conditions.

15. Indemnification and Hold Harmless.

Contractor shall indemnify, defend and hold the Park District harmless in accordance with the Supplemental Conditions.

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

Whenever Contractor shall be and is declared by the Park District to be in default under the Agreement, the surety and the Contractor are each responsible to make full payment to the Park District for any and

all extra work incurred by the Park District as a result of the Contractor's default and to pay to the Park District all attorneys' fees and court costs incurred by the Park District as a result of the Contractor's default, and in protecting the Park District's rights under the Contract Documents to remedy the Contractor's default.

17. Termination.

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

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

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 9 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

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

promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, except as otherwise provided herein, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

18. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and, except as provided herein, shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit C** to this Agreement. The Park District shall procure the required permits from the Village of Oak Brook for the Work. The Contractor and its subcontractors shall be responsible for scheduling the required inspections for their respective Work.

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

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

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

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

or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

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

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

25. Subcontracts. All subcontractors to be used shall be approved by the Park District. If Contractor subcontracts any part of the Work to be performed under this Agreement, Contractor shall not under any circumstances be relieved of his liabilities and obligations.

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

26. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District:

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
Attn: Executive Director
Email: lkosey@obparks.org

If to Contractor:

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

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

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

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

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

OAK BROOK PARK DISTRICT

CONTRACTOR

By:

By:

Sharon Knitter
President, Board of Park Commissioners

Attest:

Its:

Laure Kosey
Secretary, Board of Park Commissioners

Technical Specifications

“Central Park” Monument Sign And North Athletic Fields” Sign

***Note that plans and drawings provided with the bid packet are not construction ready. Ground elevations and conditions may need to be addressed in the fabrication and construction of the monument sign. Construction plans prepared by the successful Bidder will be reviewed and approved by the Park District. Upon the Park District’s approval of the plans, the Park District will submit the construction plans to the Village of Oak Brook for permits.**

General Description: The Oak Brook Park District is seeking qualified bids for the design, fabrication, and installation of the “Central Park” Monument Sign and the “North Athletic Fields” sign for the parking lot.

A. “Central Park” Monument Sign

Location: Corner of Kensington Road and Jorie Blvd, Oak Brook, IL 60523

B. “North Athletic Fields” Sign

Location: North Athletic Fields Parking Lot, 1315 Kensington Road.

Specifications

1.) Contact Information and Definition of Owner/Client and Designer

Throughout the contract and specifications, “Park District” or “Owner” refers to the Oak Brook Park District. Provided below is the contact information for the Park District:

Owner/Client

Oak Brook Park District
Attn: Laure Kosey, Executive Director
1450 Forest Gate Road
Oak Brook, IL 60523
630-645-9535
Email: lkosey@obparks.org

Executive Director Laure Kosey has appointed Haley O’Brien, Marketing and Communications Manager (630-645-9539, Email: hobrien@obparks.org) to assist with the review of all sign materials and sign installation for this project on behalf of the Oak Brook Park District.

- 2.) The Oak Brook Park District is seeking a lump sum bids for two signs in Central Park:
- “Central Park” Monument Sign at the corner of Jorie Boulevard and Kensington Road.
 - “North Athletic Fields” Sign for the parking lot located at 1315 Kensington Road, Oak Brook.

The District at all times reserves the right to reject any and all bids submitted thereunder, to accept any bid or combination of bids, to accept only parts of bids as it deems appropriate in the best interest of the District, and to waive minor deviations for the "contract documents".

3) Commencement and Completion Dates: The Work for the Contract shall commence after June 22, 2021, on a date(s) agreed upon by the parties. Final Completion shall be on or before September 30, 2021, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

4.) Pre-fabrication submittals.

The drawings provided in the bid materials are representative of signs installed on Park District property and are for illustrative purposes only. The Park District desires to replicate the design of the existing campus signs to provide consistency in the campus signage. Details on the design intent drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations.

Therefore, it shall be the responsibility of the Contractor to perform the complete structural design and engineering of the sign(s) and to incorporate all the safety features necessary to adequately support the sign for its intended use and purpose and to protect the Client.

The Contractor shall be responsible for the development of detailed architectural/engineered stamped shop drawings for each sign awarded in contract which shall meet the requirements for permit submittal to the Village of Oak Brook.

The documents created by the Contractor shall contain:

- A. Elevations and cross sections – front sides, top and back (if necessary); side sections; internal structure section/details; enlarged details such as of extrusions, letter mounting, etcetera, with all final dimensions and call-outs.
- B. Mounting/installation details – provide foundation cross-sections (including hardware), bracket/post details, elevations, materials, finishes, and fasteners.
- C. Electric:
 - “Central Park” Monument Sign
The Park District desires to use solar energy to power the lighting for the “Central Park” Monument Sign logo and backlit letters. The Park District will supply 12V solar power source for this purpose. Contractor shall manufacture the sign with appropriate electrical connections for the solar power source.
 - “North Athletic Fields” Sign
This sign will be lit by a spot light provided and installed by the Park District. No electrical specifications are required by Contractor.

- D. Lighting detail – provide an internal view of light fixtures with LED layout and external cut-off switch for the “Central Park” monument sign.
- E. Engineering for wind load
- F. Removable panels (where applicable)
- G. Contractor shall notify the Park District if any dimensional or other changes in the overall sign are required by virtue of the fabrication materials, techniques, engineering, or site conditions.
- H. Contractor shall verify all dimensions and take field measurements to develop construction plans and drawings.
- I. Contractor must locate all signs on site with the Park District before installation.
- J. Contractor must be aware of all underground utility locations and include locations on the stamped architectural/engineered drawings.

4.1 Stamped Architectural/Engineered Plans

- A. Contractor shall provide the stamped architectural/engineered plans in both printed and electronic copy to the Park District.
- B. The Park District must approve the architectural/engineered plans before permit submittal by the Park District.
- C. The Park District shall submit stamped architectural/engineered plans to Village of Oak Brook.
- D. The Contractor shall not start fabrication of the sign(s) until approval in the form of a Building Permit is received from the Village of Oak Brook.
- E. Contractor shall make corrections (if any) as required by the Village of Oak Brook. Such changes shall be incidental to the Contract and at no additional cost to the Park District.

4.2 Vandalism Resistant

Fabrication and installation design is to withstand severe abuse and souvenir theft, vandalism, but not less than the equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force. All hardware and fasteners within reach shall be vandal resistant.

5.0 Fabrication

- A. Quality Standards
The materials, products, equipment and performance specifications described within, establish a standard of required function, dimension, appearance, performance and quality to be met by the Contractor.
- B. The Park District must approve all architectural or shop drawings before fabrication.
- C. Samples of each material (paint, vinyl, acrylic, veneer, masonry, metal, and etcetera) to be used on the sign using actual substrate materials shall be submitted for review and approval by the Park District before fabrication.
- D. Contractor must provide weekly status reports to the Park District detailing fabrication and installation progress and the expected completion schedule.

6.0 Installation

- A. Contractor must locate all signs on-site with the Park District before installation.
- B. Contractor shall be responsible to locate underground utilities prior to any excavation by calling J.U.L.I.E.
- C. Contractor shall install the signs according to the approved plans. Contractor shall provide all electrical connections and insure proper operation of lighting system.
- D. Contractor shall schedule inspections with the Village of Oak Brook.

- D. Contractor shall restore site conditions so that disturbed soil is level to current site topography.
Contractor shall remove all installation debris from the site.

7.0 Post-Installation Submittals.

- A. Maintenance instructions and manuals for all sign components (lighting, paint, etcetera), along with amended shop drawings, shall be supplied by Contractor to the Park District upon completion of punchlist items.

Appendix

Map of Central Park and Locations for Sign Installations



“Central Park” Monument Sign Diagrams

For Illustrative Purposes Only.



The “Central Park” monument sign is based on the design elements of the original “Central Park” sign installed at the corner of Jorie Blvd and Forest Gate Road.

The new Central Park monument sign, as specified in this bid which is to be installed at the corner of Jorie Boulevard and Kensington Road, shall be a single faced sign.



(1) 6'-5½" x 16'-0¾" x 1'-1½" Single Face Illuminated Monument Sign

Base Cabinet: Fabricated Aluminum Painted PMS 7533 - Satin Finish

- Top Removable for Electrical Access - Tamper Proof Screws

Slats: 6" H x 1½" D Auminum Slats (Resembling 2x6s) Painted PMS 478 - Satin Finish

- Butt-Jointed / Attachment Hardware to be Hidden

"North Athletic Fields & Basketball Courts" Graphics: 3/8" thk. FCO Aluminum Painted PMS 7501 - Satin Finish

- Mechanically Fastened to Slats

Reverse Channel Letters: 2" Deep Fabricated Aluminum Painted PMS 7501 - Satin Finish

- Backs = White Polycarbonate
- Stud Mounted w/ 1½" Ott Slats

Logo: 3½" Deep Channel Constructed Aluminum Return Painted PMS 7533 - Satin Finish

- Face is Ivory Acrylic
- Aluminum Trimcap Painted PMS 7533 - Satin Finish
- Letters = ¼" thk. FCO Aluminum Painte PMS 7533 - Satin Finish
- Center Graphic - ¼" thk. FCO Aluminum Painte PMS 378 - Satin Finish
- Attach Graphics w/ All-Weather Epoxy

Illumination: White 12V LEDs

Power: 12V Electrical Run to Site by Others

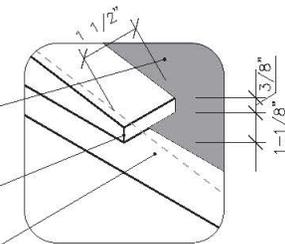
Mounting: (2) 3" (3½" O.D.) Sch. 40 Steel Pipes set into (2) 1'-4" dia. x 5'-9" deep Concrete Pier Foundations

- Formed Concrete Bases: (2) 1'-11½" W x 1'-1" D x 1'-0" H

ALUMINUM
ELECTRICAL
COMPARTMENT

SLATS FINISHED
WITH 3/8" RETURN,
NOT TO COME TO
POINT AT ANGLE

1-1/8" REVEAL
BETWEEN SLATS



MONUMENT SIGN SLAT DETAIL

SCALE: 3" = 1'-0"

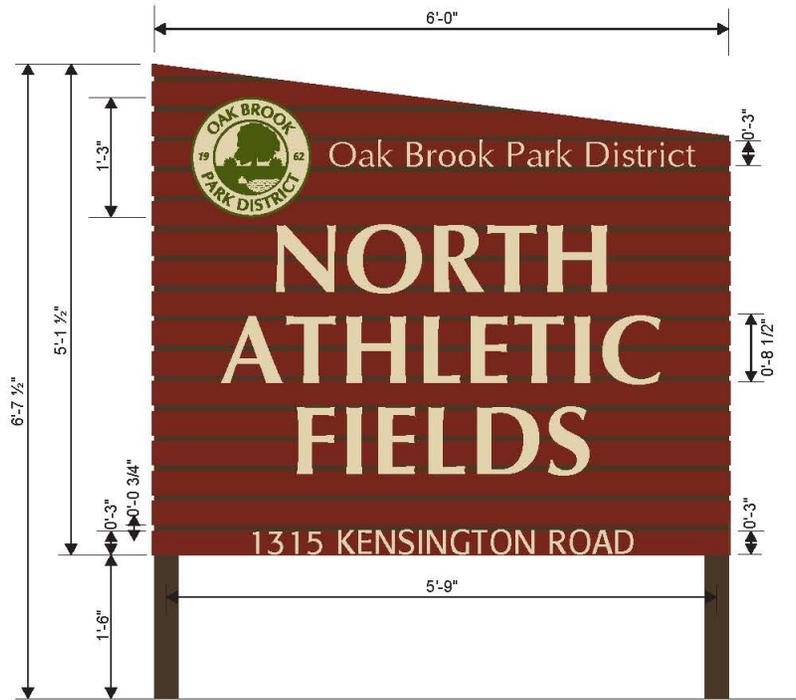
“North Athletic Fields” Sign Diagrams

For Illustrative Purposes Only:



The “North Athletic Fields” sign is based on the design elements of the original “Tennis Center” sign.

The Tennis Center sign is installed at 1300 Forest Gate Road, in front of the Tennis Center facility.



(1) COMPLETE S/F NON-ILLUMINATED DIRECTIONAL SIGN. FABRICATED ALUMINUM CABINET. CABINET DEPTH IS TO BE 3". THE SIGN IS TO BE MOUNTED ON (2) 3" POLES. THE SIGN IS TO HAVE 1/4" ROUTED ALUMINUM COPY, PIN MOUNTED TO ALUMINUM FACE. THE SIGN IS TO HAVE (15) 3/16" THICK ALUMINUM SLATS, THERE IS TO BE A 3/4" REVEAL BETWEEN SLATS. 1/4" ROUTED ALUMINUM LOGO IS TO HAVE DIGITAL PRINT DECORATION.

COLORS:

CABINET: PMS 7533 BROWN
 REVEALS: PMS 7533 BROWN
 SLATS: PMS 181
 POLES: PMS 7533 BROWN
 COPY: PMS 7501 CREAM
 LOGO: DIGITAL PRINT MATCH TO PMS 7533 BROWN, PMS 7501 CREAM,
 PMS 378 GREEN, RGB R:221 G:226 B:207