

**West Chicago Park District
201 W. National Street
West Chicago, IL 60185**

**ARC Flooring Project 2023
Bid Packet**



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Invitation to Bid
West Chicago Park District
ARC Flooring Project 2023

The West Chicago Park District (“District”) is accepting bids from qualified flooring contractors for a contract with the District for removing and replacing flooring in the ARC Center.

Specifications and Contract Documents may be obtained beginning Wednesday, February 1, 2023, at the Administrative Office of the District’s ARC Center, 201 W. National Street, West Chicago, IL 60185, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF Format at the District’s website: <https://www.we-goparks.org/bids-rfps>

Each bid must be placed in a sealed envelope with the Bidder’s name, the date and time of the bid deadline and marked **“Sealed Bid: - West Chicago Park District ARC Flooring Project Bid 2023,”** and addressed to the West Chicago Park District, 201 W. National Street, West Chicago, IL 60185, **Attention: Superintendent of Parks.** Bids will be received until 10:00 a.m. on Thursday, February 23, 2023, at which time the bid proposals will be publicly opened and read aloud at the Administrative Office of the District’s ARC Center, 201 W. National Street, West Chicago, IL 60185.

The West Chicago 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 bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of auction by any Bidder against the West Chicago 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 West Chicago Park District on request of the Bidder, for use in connection with this project only.

All bid proposals must be accompanied by a bid bond or bank cashier’s check payable to the West Chicago 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.

ARC FLOORING PROJECT BID 2023

SECTION I

INSTRUCTION TO BIDDERS

CONTRACT OBJECTIVE

The West Chicago Park District, hereinafter referred to as "Park District" or "Owner", is seeking the most economical, yet highest quality bid to remove and replace sections of flooring in the ARC Center, located at 201 W National St. West Chicago, IL 60185. To this end, the Park District hereby invites flooring contractors with appropriate technical training and equipment to submit bid proposals for a one-time flooring Contract that will begin April 1, 2023, and end July 31, 2023 (the "Contract").

CONTRACT DESCRIPTION

This Contract for the ARC Flooring Project consists of all labor, materials, and equipment necessary to complete flooring removal and installation requirements as specified in the Contract Documents (the "Work"). The Work is to be performed at the ARC Center in Meeting Room 105, Meeting Room 106, Party Room 107, the pre-function hallway outside of these rooms, and closets within these areas. The Work will include, but is not exclusive to, the removal and disposal of existing flooring materials and cove base, leveling and smoothing of concrete floors, installation of approximately 6,384 square feet of new luxury vinyl plank flooring, and installation of approximately 611 linear feet new vinyl cove base.

The contractor hired to perform the Work shall always practice due care and safety while performing the Work in accordance with the Contract and the Specifications included in these Bid Documents, and with generally accepted industry standards. Failure to do so, as determined by the Park District in its sole discretion, shall result in immediate termination of the Contract.

INSTRUCTIONS TO BIDDERS

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. Bid Documents will be available from the West Chicago Park District, 201 W. National Street, West Chicago, IL 60185, commencing on February 1, 2023, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website: <https://www.we-goparks.org/bids-rfps>

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 his 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 one or more certifications 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 envelope, marked, and addressed as follows:

Sealed Bid – West Chicago Park District ARC Flooring Project Bid 2023
Attention: Superintendent of Parks
West Chicago Park District
201 W. National Street
West Chicago, IL 60185
9. Bid proposals shall be delivered or mailed in time for delivery to the foregoing address no later than 10:00 a.m., Thursday, February 23, 2023. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his/her bid is received at the proper time. **No faxed or e-mailed 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 FOR 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 flooring projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
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 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 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, architect 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. If a construction contract, also provide the name, address, and telephone number of the architect and, if applicable also the construction manager or Owner's representative.
7. The Bidder shall provide a bank reference for the West Chicago Park District to call and verify the bidder is financially in good standing. The Bank's name, address, bank representative to contact, and phone number shall be provided by the Bidder on a separate sheet of paper.
8. Other required submittals include Bid Forms, Contractor's Compliance and Certification Attachment. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

The District may make such an investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary 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

1. 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 by fax or email will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. 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 written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the 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.
2. Each Bidder may complete a pre-inspection of location scheduled with the District's Superintendent of Parks Michael Gasparini at 630-231-9474 prior to bid acceptance. Pre-inspection times will take place with a representative of the District between the hours of 7:00 a.m. – 3:30 p.m., Monday – Friday.
3. 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. 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.

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.

1. 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.
2. 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 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 West Chicago 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 West Chicago 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.

1. 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 West Chicago Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the West Chicago 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.
2. 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 bid proposal amount. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds.
3. 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

1. 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

1. 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.
2. Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project.
3. 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.
4. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Agreement Between Owner and Contractor and 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

1. 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 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. 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

1. 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.
2. 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.
3. 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

1. 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'.
2. 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.
3. 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.
4. 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.

ARC FLOORING PROJECT BID 2023

SECTION II

GENERAL CONDITIONS

The following General Conditions shall apply to the ARC Flooring Project (the "Project") for the West Chicago Park District.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL ABIDE BY THESE GENERAL CONDITIONS.

1. DEFINITION OF TERMS

The following terms or pronouns in place of them shall have the respective meaning in these General Conditions and the Contract:

- A. Owner:** Refers and means the West Chicago Park District, which shall, through its designated representative, provide all administration of the Contract herein described.
- B. Contractor:** Refers to and means the individual, corporation, partnership or other person or organization who or which has executed this Contract with the Owner to perform the Work pursuant to this Contract.
- C. Subcontractors:** Refers to and means a person, firm or corporation, other than the Contractor, supplying labor for the provision of Work at the site under a direct Contract with the Contractor.
- D. Contract Documents:** Refers to and includes the Invitation to Bid, Instructions to Bidders, Contractor's Bid Form, these General Conditions, Specifications, all authorized Addenda, Agreement Between Owner and Contractor ("Contract" or "Agreement"), Contractor's Compliance and Certifications Attachment, all as issued by the Owner in the ARC Flooring Project Packet 2023, and the Performance Bond and Labor Material Payment Bond and proof of insurance, and any modifications issued after the execution of the Agreement.
- E. Bid Proposal:** The written offer of the bidder to perform the Work proposed, presented upon the Bid Form.
- F. Specifications:** All official specifications for the Project and pertaining to the Work to be performed under the Contract.
- G. "Shall":** is mandatory and not permissive.
- H. "May":** is permissive and not mandatory.
- I. "Work":** The work and services contemplated by the Specifications and any modifications thereto.
- J. "Approved":** Includes such concepts as "proper", "as directed", and "satisfactory", and contemplates action by the Owner or its representative to indicate such approval.
- K. "Project":** Is the ARC Flooring Project 2023.
- L. "Contract Sum":** Amount Owner agrees to pay Contractor for proper performance of the Work.

1. TERM

The initial term of this Agreement shall be for 6 months, commencing on April 1, 2023, or on such earlier date as may be agreed upon by the parties and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Owner's Board of Park Commissioners. The Agreement shall remain in full force and effect to July 31, 2023, unless otherwise extended by the agreement of the parties.

The terms of the contract may be extended for additional 3-month period, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Owner's Board of Park Commissioner's and if approved and accepted in writing by both the Contractor and the Park District.

In the event the Owner or the Contractor are unable to extend the Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

2. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE FOR THE PROPOSED WORK

The Contractor shall carefully examine the Contract Documents and the site for the proposed Work. Failure of any Contractor or Subcontractor, if any, to read and familiarize itself with the provisions governing the Work to be performed will not release such Contractor or Subcontractor, if any, of any of the requirements set forth herein. The Contractor shall inspect the site at which the proposed Work is to be performed and familiarize itself with all the conditions affecting the Contract and detailed requirements for such Work. If the Contractor's bid is accepted, the Contractor will be responsible for all errors in its proposal resulting from its failure or neglect to comply with these instructions. The Owner will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

The Contract Documents are intended to include all matters necessary to properly perform the Work. If through inadvertence or otherwise, the Contract Documents fail to require any matters necessary to properly perform the Work, the Contractor shall, nevertheless, be required to perform such Work. Specifications are intended to be consistent with one another and with other portions of the Contract Documents.

3. AUTHORITY OF OWNER

All Work shall be performed under the supervision of the Owner, and to its satisfaction. The Owner shall decide all questions which arise as to the quality and acceptability of equipment furnished, Work performed, manner of performance, interpretation of the Specifications, acceptable fulfillment of the Contract, compensation, disputes and mutual rights between the Contractor and any Subcontractors under the Contract Documents. The Owner shall determine the amount and quality of Work performed and equipment furnished, and the Owner's decision shall be final.

4. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to it thereby, there shall be no personal liability upon the Owner, its officers, officials, employees, volunteers, and agents.

5. EQUIPMENT

It is the intent of the Specifications that first class equipment shall be used in performing the Work in a manner that is workmanlike and acceptable in every detail. Only 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 equipment.

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

6. INSPECTION OF WORK AND EQUIPMENT

The Owner shall have free access to inspect the Work performed and any 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.

The Owner shall have full power to reject all equipment which fails to meet the terms of the Specifications and such equipment shall be removed promptly from the site.

7. SCHEDULE OF WORK

The Contractor shall perform the Work pursuant to the Schedule of Work established in the Specifications.

8. 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.

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.

Except as provided in the Agreement, wherever conflicts occur between these General Conditions and other Contract Documents, these General Conditions shall take precedence over such other Contract Documents and shall be used in conjunction with them.

The Specifications are intended to indicate the type and quality of equipment to be provided and Work to be performed.

Wherever there may be 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.

9. OWNERSHIP OF SPECIFICATIONS

All Specifications and copies thereof furnished by the Owner, are the Owner's property. They are not to be used on any other work or project and, except for one complete set, are to be returned to the Owner on request, at the completion of the Work.

10. 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 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 or equipment and shall place and dispose of all equipment being used, so as not to interfere with the cooperation of any other Subcontractors within the same area of the Project.

11. SUBCONTRACTORS

A list of anticipated Subcontractors, if any, including their firm names, addresses and telephone numbers shall be furnished to the Owner. All Subcontractors to be used shall be approved by the Owner. If the Contractor sublets any part of the Work to be performed under this Contract, the Contractor shall not under any circumstances be relieved of his liabilities and obligations. Any Subcontractor will be recognized only in the capacity of an employee of the Contractor.

12. USE OF THE SITE

The Contractor shall confine all equipment 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 equipment. The site shall not be utilized for the storage of vehicles or equipment not intended for the Work to be performed.

13. COOPERATION WITH UTILITIES

To the extent necessary to perform the Work the Contractor shall notify all utility companies, public and private, in advance of commencing performance of the Work.

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 the performance of the Work due to the existence of said appurtenances whether in their present or relocated positions.

14. SUPERINTENDENCE, CONTROL AND MANAGEMENT

The Contractor shall always keep a superintendent fluent in English on the job 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.

15. 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.

16. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

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 those of any Subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) 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.

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

1. employees engaged in the Work, Owner's employees and patrons and other persons who may be affected thereby; and
2. 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.

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.

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.

17. WASTE MATERIAL AND CLEAN-UP

At the completion of any Work performed, the Contractor shall remove all rubbish, tools, and equipment from the sites and adjoining premises, leaving the area in a neat and workmanlike condition, and shall repair or replace any damaged property. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Owner may remove the rubbish or repair the damage and charge the cost to the Contractor.

Title to waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

18. FINAL CLEAN-UP

Before final acceptance of the Work to be done under the Contract, the Contractor shall restore the job sites to their original condition or better and shall repair or replace all private and public property damages, moved, or otherwise displaced in the construction of the improvement. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract.

19. OWNER'S RIGHT TO CLEAN-UP

If a dispute arises between the Contractor and any Subcontractors as to their responsibility for cleaning up as required, the Owner may clean up and charge the cost thereof to the Contractor.

21. INSPECTIONS

The Owner shall have the right to inspect the Work 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 is not acceptable to the Owner at the time of such inspection, the Owner shall inform the Contractor as to the defects to be remedied.

22. CHANGE ORDERS

The Owner, without invalidating the Contract, may order changes in the Work, within the general scope of the Contract consisting of additions, deletions, alterations to the Specifications or other revisions; the Contract Sum being adjusted accordingly.

All such changes in the Work shall be authorized by a written change order and shall be performed under the applicable conditions of the Contract Documents.

The performance of Work which may result from any changes as specified shall not be started until receipt of a written authorization or order from the Owner, which authorization shall state the Work to be performed and the method of payment therefor. The Owner shall have no obligation to compensate the Contractor for Work performed without such written change order.

23. 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.

24. PAYMENT

- A. Payment shall be made by the Owner to the Contractor upon the Owner's receipt of a final invoice itemizing the Work properly performed, as determined by the Owner. The Contract Sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
- 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 not remedied or replaced by Contractor.
 - 2. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 3. 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 provided.
 - 4. As otherwise provided pursuant to the Contract Documents or by law.

- C. Invoice Submittal: Final invoice shall be submitted in duplicate, made out to the Owner and sent for consideration and approval upon project completion, with authorized payment to be made by the Owner. With the invoice, the Contractor shall include waivers of lien from all parties concerned.

25. LIENS

In the event a lien is filed which is attributable to Work performed or equipment provided hereunder by the Contractor or any Subcontractor, which is not attributable to non-payment by the Owner, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period, whether by legal procedure, settlement, compromise, or otherwise.

26. PREVAILING WAGE

Contractor shall pay all persons employed by Contractor, or its subcontractors, prevailing wages where applicable. As a condition of making payment to the Contractor, the District may request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage is being paid to laborers employed on contracts in accordance with Illinois Law.

27. CORRECTION OF DEFICIENCIES

If Contractor abandons, defaults or neglects to provide the Work in accordance with the Contract Documents, or if the Owner at any time is convinced that the conditions of the Contract are being willfully violated, executed carelessly, or in bad faith, and Contractor fails, within forty-eight (48) hours after receipt of written notice from the Owner, to commence to cure said default, the Owner may, without prejudice to other remedies, correct said deficiencies. In such case, the Owner shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation to the Owner for all expenses related thereto. If the amount deducted by the Owner exceed the payments, then or thereafter due the Contractor, the Contractor shall pay the difference to the Owner.

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

28. PERFORMANCE OF WORK; WARRANTY

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Owner for any other work at the Project sites.

29. INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Owner, its agents, officers, commissioners, employees, and volunteers, shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 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.

C. Workers Compensation Insurance

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.

If the Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to District under the Commercial General and Umbrella Liability Insurance required in this Contract, Contractor waives all rights against the Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Contractor's activities.

D. General Insurance Provisions

1. Evidence of Insurance

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

All certificates shall provide for 30 days' written notice to the Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to the Owner shall be by certified mail, return receipt requested. Failure of the Owner to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as waiver of Contractor's obligation to maintain such insurance.

The Owner shall have the right, but not the obligation, of prohibiting 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 the Owner.

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

2. **Acceptability of Insurers**

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

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

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

4. **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.

30. INDEMNIFICATION

To the fullest extent permitted by law, 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 paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's performance if it obligations under the Contract Documents, 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, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent 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. The 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 the Contractor's default of, any provision of the Contract.

31. OWNER'S RIGHT TO TERMINATE

- A. Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner 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 Owner: (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 Owner may direct, for the protection and preservation of the terminated Work.
- B. Owner 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 forty-eight (48) hours after demand from the Owner to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Owner may immediately terminate the Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Owner shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Owner shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 26 of the General Conditions; and c) Contractor shall be liable to the Owner for the increased cost to the Owner 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 Owner, the Owner may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Contractor and/or (ii) finish or cause to be finished the Contractor's services required under the Contract Documents by whatever method and by whichever persons Owner 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 Owner's losses and damages because of Contractor's default (collectively "Owner Expenses and Damages"), such excess shall be paid to Contractor. If the Owner Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Owner promptly on demand and the Owner may resort to any other rights or remedies the Owner may have by law or under the Contract.

Upon termination of the Contract for any reason: (i) Contractor hereby waives and forfeits all claims for payment and damages, including, without limitation, anticipated profits; and (ii) 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.

32. 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 does 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.

33. DISPUTES

In any suit or action arising under the Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors, or assigns shall maintain no suit or action against the Owner on any claim based upon or arising out of the Contract or out of anything done in connection with the Contract unless such action shall be commenced within one year of the termination of the Contract. Contractor acknowledges that each provision of the Contract is important and material to the business and success of the Owner and agrees that any breach of any provision of the Contract is a material breach of the Contract and may be cause for immediate termination of the Contract. In the event of a breach, Contractor shall also pay to the Owner all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Owner's reasonable attorneys' fees.

34. THIRD PARTIES

Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all Subcontracts and of the agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into any Subcontracts, supply agreements and purchase orders.

35. NON-ASSIGNMENT

The Contractor shall not assign the Contract, or sublet or transfer any interest therein, without the written consent of the Owner, nor shall the Contractor assign any moneys due to or to become due hereunder, without the previous written consent of the Owner.

36. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the State of Illinois, and jurisdiction shall be appropriate only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

ARC FLOORING PROJECT BID 2023

SECTION III

SPECIFICATIONS FOR ARC FLOORING PROJECT

Number of Workers and Hours of Work

The Contractor shall provide an adequate number of workers to efficiently and thoroughly complete ALL aspects of the mowing, string trimming, and clean up.

Crews are expected to complete their work between 5:30 a.m. and 9:00 p.m., Monday-Thursday, and 5:30 a.m. and 7:00 p.m. on Friday.

Scope of Work

The following scope of services is included as a guide for the proposer and is intended to identify the minimum service level expected from the successful contractor.

1. Performance
 - a. The contractor shall provide all materials, labor, tools and related services required for the performance of the contract.
 - b. The contractor will select the flooring materials that meet the guidelines listed in the product specification table. The color will be determined by the owner after the bid has been awarded. Upon request the contractor will provide flooring samples for selection purposes prior to an approved job. Upon request the contractor shall provide layout plans, work plans, and written schedules to be approved by the Superintendent of Parks prior to work commencing.
 - c. All work shall be performed Monday-Friday while the building is open to the public (5:30am-9:00pm Monday-Thursday and 5:30am-7pm on Friday).
2. Site Visits
 - a. The contractor shall carefully field measure and check all areas designated to receive luxury vinyl planking and vinyl cove base. Requests for extra compensation will not be approved for the measurement or take-off errors by the contractor.
 - b. The contractor's project manager will meet with Parks staff as often as required for the purpose of reviewing progress and providing necessary guidance.
 - c. The contractor shall contact the Superintendent of Parks with questions regarding anything not covered under the scope of work for the duration of the contract.
 - d. The contractor is responsible for all deliveries of materials and supplies.
3. Removal of Existing Carpeting and Vinyl Cove Base
 - a. The contractor is responsible for the removal and disposal of current carpeting, flooring and cove base in areas where new vinyl planking will be installed.
 - b. Contractor shall remove all debris from the jobsite and dispose of it properly.
 - c. The contractor shall take careful measures to not damage any walls, columns, fixtures, etc. while removing existing materials.
 - d. Contractor is responsible for providing a dumpster for disposal of old flooring, cove base, etc. and shall work with the Superintendent of Parks for the best possible placement of the dumpster.
4. General Installation Requirements
 - a. Comply with the manufacturer's instructions and recommendations for all flooring products and installation materials.

- b. Proposers shall include pricing for furniture moving as it will be required. This will include raising floor heaters and other obstructions that cannot be moved horizontally or disconnected so that flooring can be installed underneath.
- c. Install flooring under open-bottom obstructions and under removable flanges and furnishings, into alcoves and closets of each space.
- d. Install flooring as tight as possible to walls, columns and cabinets per manufacturer's guidelines to not void any warranties.
- e. Transition pieces, thresholds, etc. shall be installed where necessary to maintain appearance as well as adhere to ADA guidelines. Prior to installation, contractor shall notify Superintendent of Parks of any other obstructions which may occur.
- f. All cutting shall be done according to the manufacturer's recommendation using the tools designed for the flooring being installed. Contractor shall remove all debris from the jobsite and dispose of it properly.
- g. Contractor is responsible for proper dust control and should make every effort to mitigate airborne dust, as well as protect surrounding areas and furnishings.
- h. Concrete floors must be leveled using acceptable industry standard methods such as grinding and using leveling compound to ensure an even and uniform surface prior to installation.
- i. Vinyl cove base shall be adhered directly to designated surfaces after flooring has been installed in accordance with the manufacturer's printed instructions.
- j. The contractor shall guarantee all workmanship against defects in installation for a minimum period of eighteen (18) months from the date of final acceptance by the Superintendent of Parks. Upon written notice from the Superintendent of Parks. The contractor shall, at own expense, promptly correct/replace any and all improper work that may become apparent within eighteen (18) months.
- k. Surface Preparations: Luxury Vinyl Planking
 - i. Contractor shall prepare existing floors to receive luxury vinyl planking. This will include grinding down high spots and leftover glue remnants in the concrete as well as filling low spots, cracks and holes with a material that complies with flooring material manufacturers' recommendations to ensure warranty terms. Prior to filling, the floor must be swept clean of all loose debris. After filling, allow filler to dry. Floors will then be damp mopped and allowed to dry. Vacuum after mopping to ensure all debris is removed for a proper substrate to install flooring.
- l. Surface Preparations: Vinyl Cove Base
 - i. Designated surfaces to receive vinyl cove base shall be structurally sound, smooth, dry and clean, free of dirt, dust, oil, wax or other foreign material which would interfere with a good bond.
 - ii. Painted surfaces to receive vinyl base shall be thoroughly dried and cured before installation.
 - iii. The contractor shall roughen shiny surfaces such as glossy paint that may cause adverse bonding.
 - iv. The back of vinyl base should be free of contaminants that could interfere with proper adhesion.
 - v. All other guidelines printed by the manufacturer should be followed to ensure proper bonding and maintain compliance with warranty terms.
- m. Installation: Luxury Vinyl Planking

- i. Layout and plan area to be covered with planking by preparing a seaming plan to be approved by the Superintendent of Parks. Seams shall run with the flow of traffic as best as possible.
- ii. Ensure vinyl planking is installed in the proper manner according to the manufacturers' guidelines. This includes using an adhesive that is recommended by the manufacturer for the specific product chosen.
- iii. Adhesive shall be applied per the printed instructions of the manufacturer.
- iv. Contractor shall use care to cut to fit around any obstructions in the flooring including floor outlets, plumbing pipes, etc.
- n. Installation: Vinyl Cove Base
 - i. Refer to manufacturer's instructions on how to properly cut inside and outside corners.
 - ii. Plan seam locations so that no seams end on outside corners.
 - iii. Check each box of cove base for dye-lot numbers to assure there is no mixing of dye lots during installation.
- o. Adhesive Application:
 - i. Adhesives shall be compatible with the product being installed. Contractor shall follow manufacturers' recommendations to apply as directed for proper adhesion and to ensure compliance with warranty terms and conditions.
- p. Cleanup: Immediately after completing installation:
 - i. Remove visible adhesive and other surface blemishes using cleaner recommended by the manufacturer.
 - ii. Remove all debris and dispose of properly.
- q. The contractor shall use care in protecting the building, equipment, and furnishings when performing the work. The contractor shall repair or be responsible for the cost to repair damage incurred in the process of performing the required services.

Safety

1. The Contractor's staff shall adhere to all best practices safety guidelines.
2. The Contractor's staff shall wear the Contractor's company uniform while performing work at the park site.
3. At a minimum, the crew chief, or one staff member of the crew assigned to work on Park District property must be fluent in speaking English.

Product Specifications	
Please fill in blank rows with the actual specifications for your proposed product.	
Product Type	Commercial Luxury Vinyl Planks
Width Range	6-8"
Length	48"
Minimum Wear Thickness	28mil
Total Thickness	3mm
Installation Type	Glue down
Adhesive Material	Must follow manufacturer's instructions for specs
Color	Decided by owner after bid is awarded
Warranty	Minimum fifteen (15) year commercial wear
Product Type	
Product Brand	
Product Name/Number	
Width (in.)	
Length (in.)	
Wear Thickness (mil)	
Total Thickness (mm)	
Adhesive Material	
Warranty(s)	

Product Specifications	
Cove base product must match given specifications.	
Product Type	1/8" Vinyl Cove Base
Product Brand	Roppe
Product Name	Vinyl wall base w/ standard toe base
Height	4.5" (to cover any minor damage from removal of old base)
Thickness	1/8"
Color	Decided by owner after bid is awarded
Adhesive Material	WB-600 Acrylic Wall Base Adhesive

ARC FLOORING PROJECT BID 2023

SECTION IV

CONTRACTOR'S CERTIFICATIONS

CONTRACTOR COMPLIANCE AND CERTIFICATION ATTACHMENT

Note: The following certifications form an integral part of the Contract 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. 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.
- D. 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.
- E. 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.

- F. (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 Contract 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.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. 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.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands, and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the West Chicago Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that
_____ appeared before me this day and, being first duly sworn on oath,
acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act
and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

ARC FLOORING PROJECT BID 2023

SECTION V

BID FORMS

Company Profile

Firm Name: _____

Owner Name: _____ Business Phone: _____

Business Address: _____

Maintenance Yard Address (If different then above): _____

Full Time Employees: _____

Part Time/Seasonal Employees: _____

Years in business under this company name: _____ years

Bank Name: _____

Bonding Company Name: _____

Bonding Power: _____

****Bidder shall include with its Bid, the information required by the Instructions to Bidders, Section C, on page 3 of this Bid Packet.

**BID PROPOSAL TO THE WEST CHICAGO PARK DISTRICT FOR
ARC FLOORING PROJECT**

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

- A. That he/she has carefully examined the written Specifications and is thoroughly familiar therewith, and that he/she 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/she has compared the site with Specifications and has satisfied himself/herself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he/she has checked carefully the bid figures and understands that he/she shall be responsible for any errors or omissions based on these Specifications as submitted on the Bid Form;
- D. That it is understood and agreed that the 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 furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. 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;
- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;
- K. That the Bidder has submitted, to be considered eligible for this job, a list of all projects of similar size and scope within the past five years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this _____ day of _____, 2023.

Name _____

By _____

Signature _____

Title _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that
_____ appeared before me this day and, being first duly sworn on oath,
acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act
and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

Bid Submittal Form

ARC Flooring Bid Submittal List:

	Bid Amount
Product Square Footage	_____ sq. ft
Luxury Vinyl Planking	\$ _____
Vinyl Cove Base	\$ _____
Removal of Current Flooring/Cove Base	\$ _____
Disposal	\$ _____
Floor Prep	\$ _____
Installation of Flooring	\$ _____
Installation of Vinyl Cove Base	\$ _____
Extra Materials (adhesive, thresholds, etc.)	\$ _____
Additional Fees	\$ _____
Total	\$ _____

We propose to furnish all labor in accordance with the foregoing Specifications and subject to all conditions found within these Contract Documents and as per the scheduled prices expressed herein and above.

Respectfully submitted:

Owner/Principal Contractor

Business Name: _____

Business Address: _____

Street City Zip Code: _____

Telephone Number: (_____) _____ FAX Number: (_____) _____

Email Address: _____

Contractor’s Reference List:

Please list the name, address, phone number and square footage of project in the contract for your 3 largest clients.

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number E-Mail

Description of Work performed – please include square footage of project:

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number E-Mail

Description of Work performed – please include square footage of project:

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number

E-Mail

Description of Work performed – please include square footage serviced:

ARC FLOORING PROJECT BID 2023

SECTION VI

CONTRACTOR/OWNER AGREEMENT

AGREEMENT BETWEEN THE WEST CHICAGO PARK DISTRICT AND _____
FOR THE **ARC FLOORING PROJECT**

THIS AGREEMENT ("Agreement" or "Contract") for the 2023 ARC Flooring Project (the "Project"), made the _____ day of _____, 2023, by and between the West Chicago Park District (the "Owner") and (name of contractor) (the "Contractor"),

WITNESSETH:

The Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform all services required to be performed, and shall provide and furnish all labor, tools, materials, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the Project (the "Work"), all in strict accordance with the Contract Documents, as identified in Article V of this Agreement, which Contract Documents are made a part of this Agreement; and the Contractor shall do everything required by this Agreement and the Contract Documents.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

The initial term of this Agreement shall be for six (6) months, commencing on April 1, 2023, or on such earlier date as may be agreed upon by the parties and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Owner's Board of Park Commissioners. The Agreement shall remain in full force and effect to July 31, 2023, unless otherwise extended by the agreement of the parties.

The terms of the contract may be extended for additional 3-month period, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Owner's Board of Park Commissioners and if approved and accepted in writing by both the Contractor and the Park District.

In the event the Owner or the Contractor are unable to extend this Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

ARTICLE III: CONTRACT SUM

The Owner will pay and said Contractor agrees to accept the Contract Sum as follows, as full compensation for doing all Work contemplated and specified in the Contract Documents, for all loss or damage arising out of the nature of the Work or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the Work, and for well and faithfully completing the Work, and the whole thereof, in full compliance with the Contract Documents, , and within the time stated in Article II of this Agreement.

ARC Flooring Contract Submittal List:

	Bid Amount
Product Square Footage	_____ sq. ft
Luxury Vinyl Planking	\$ _____
Vinyl Cove Base	\$ _____
Removal of Current Flooring/Cove Base	\$ _____
Disposal	\$ _____
Floor Prep	\$ _____
Installation of Flooring	\$ _____
Installation of Vinyl Cove Base	\$ _____
Extra Materials (adhesive, thresholds, etc.)	\$ _____
Additional Fees	\$ _____
Total	\$ _____

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Agreement.

ARTICLE V: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement between the Owner and the Contractor, all of the terms, conditions and specifications contained in the ARC Flooring Project Bid Packet for the Project, dated February 9, 2022, including but not limited to the Instructions to Bidders, General Conditions, the Specifications, the Contractor's Bid Proposal, Contractor's Compliance and Certification Attachment, and any modifications issued after the execution of this Agreement.

In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; and c) the Specifications.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

ARTICLE VII: MISCELLANEOUS PROVISIONS

- a. The Contractor shall have full control of the ways and means of performing the work which is the subject of this Agreement, and the Contractor, its employees, representatives, or subcontractors shall, in no sense, be deemed employees of the Owner, it being specifically agreed that with respect to the Owner, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.
- b. The Contractor shall not assign, sublet, or transfer any interest in this Agreement without written consent of the Owner. The Owner shall be entitled to approve all subcontractors. Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts, subcontracts, and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement in its respective subcontracts.
- c. 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.
- d. The parties hereto agree that the governing law for this Agreement shall be the laws of the State of Illinois, and that jurisdiction for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.
- e. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory defenses, immunities and/or privileges of the Owner and/or Contractor, and/or any of their respective officials, officers and/or employees.

- f. 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.
- g. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Owner:

West Chicago Park District
201 W. National Street
West Chicago, IL 60185

Attention: Superintendent of Parks

If to Contractor:

Company Name _____
Company Address _____

Attention _____

- h. 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 dated a date subsequent to the date of this Agreement and signed by an authorized representative of each party.
- i. 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.
- j. 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, the parties hereto have executed this Agreement the day and year first written above.

OWNER:
WEST CHICAGO PARK DISTRICT

By: _____
Frank P. Lenertz, President

Attest: _____
Its Secretary

CONTRACTOR:

By: _____

Attest: _____
Its Secretary

