



**Bolingbrook  
Park District**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Trade (Scope of Work) Quoted: \_\_\_\_\_

\_\_\_\_\_

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SENSORY ROOM CONSTRUCTION AT  
ANNERINO COMMUNITY CENTER

BOLINGBROOK PARK DISTRICT  
201 RECREATION DRIVE  
BOLINGBROOK, IL 60440  
(630) 783-6579

November 22, 2021 at 9:00 am

## INSTRUCTIONS TO CONTRACTORS

### Project Identification

**Project Name:** Sensory Room Construction at Annerino Community Center

**Project Owner & Location:** Bolingbrook Park District  
201 Recreation Drive  
Bolingbrook, Illinois 60440

**Quotes Due:** 9:00 am - Monday, November 22, 2021

**Project Scope:** Renovate the Annerino Community Center old childcare room, removing a restroom and creating a Sensory Room space in addition to a private therapy space. This project is made up of five scopes of work. The Bolingbrook Park District's Superintendent of Projects & Planning will serve as construction manager for this project. Scopes of work and construction documents are included at the end of this document.

**Pre-Construction Meeting:** 10:00 am - Wednesday, November 24, 2021

**Project Start Date:** Monday, November 29, 2021

**Project Completion:** Friday, January 14, 2022

### Preparation and Submission of Quotes

Before submitting proposal, contractors shall examine all documents pertaining to the work and visit the site to verify conditions under which work will be performed. Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, guarantees, insurance and contingencies, with overhead and profit necessary to complete the scope(s) of work, including all work, without further cost to the Owner. Arrange for all inspections. Pay all fees and costs incurred. No compensation will be allowed by reason of any difficulties which the Contractor could have discovered or reasonably should have discovered prior to bidding.

All proposals must be made upon the quotation form furnished by the Owner included herewith and should give the amounts bids for work, in numbers, and must be signed and acknowledged by the Contractor. The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname(s) of the person(s) signing the bid. The quotation form should not be removed from the specification's booklet.

### Award of Contract

Award of the contract will be made to the lowest responsive, responsible Contractor, as determined by the Owner. The Owner may reject any or all of the bids on any basis and without disclosure of a reason. The

failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Owner.

**Contract and Insurance**

Contractors shall enter into a written contract; provide the Owner with copies of Workman's Compensation and Public Liability Insurance Policies or certificates.

**Sales Tax Exemption**

The Bolingbrook Park District is a municipal tax-exempt body. Proof of tax-exempt status is available upon request. Taxes should not be reflected in the bid price.

**GENERAL REQUIREMENTS**

**Provisions Included**

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- |        |                      |
|--------|----------------------|
| First  | Agreement            |
| Second | Laws and Regulations |
| Third  | General Requirements |
| Fourth | Specifications       |
| Fifth  | Contract Drawings    |
| Sixth  | Provisions Included  |

**Definitions**

- a. Contractor - The person, firm or corporation with whom Owner has entered into the Agreement.
- b. Owner - The Bolingbrook Park District
- c. Contract Documents - The Invitation to Bidders, Instructions to Bidders, Contractor's Bid (including documentation accompanying the Bid any post Bid documentation submitted prior to the Notice of Award), Addenda (which pertain to the Contract Documents), General Requirements, Specifications, Plans and Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications, and supplements issued on or after the execution of the Agreement.
- d. Subcontractor - Any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes the material.

**Bonds**

No performance bonds or labor and material bonds are required for this project.

**Indemnification**

Duty to Defend, Indemnify, Give Notice: Contractor shall defend all suits brought against the Owner, and their representatives, officers agents and employees by any person (whether employed by Contractor, or not) for damage to property and/or injury to persons (including death) alleged or claimed to have been caused by or through the performance by Contractor of the work, including work required by Guarantees or the condition of the site, and shall indemnify and hold harmless the Owner, and their representatives, officers, agents, and employees in their individual or their official capacities, from and against all claims, damages, losses and expenses, including attorney's fees, caused by or growing out of, incidental to, the performance of the work covered by these Contract Documents. The Contractor shall pay, liquidate, and

discharge all claims or demands for personal injury (including death), and for loss of and damage to all property caused by, growing out of or incidental to the performance of the work by the Contract Documents including, without limiting the foregoing thereto, damage to the work and other property of the Owner and including all damages for the obstruction of private driveways, streets and alleys and all costs and expenses of suits and reasonable attorney's fees.

The obligation set forth in this Section shall, but not by way of limitation, specifically include all claims and judgment arising or alleged to arise under the Illinois laws regarding Structural Work (Illinois Revised Statutes, Chapter 48, Section 60 et. seq.) and regarding the Protection of Adjacent Landowners (Illinois Revised Statutes, Chapter 17 1/2, Section 51 et. seq.). In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to the Owner. The Contractor shall not be required to indemnify and hold Harmless the individual or their official capacities for such claims or demands which result solely from their own negligence.

In any and all claims against the Owner, their respective agents, employees, and representatives in their personal capacities as individuals as well as in their public and official capacities, made by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under any Workman's Compensation Act, any Disability Benefit Act or any other Employee Benefit Act.

#### **Permits, Fees and Inspection**

The Owner will obtain and pay for all permit fees as requested. Upon approval by Owner for work, contractors must register with the Village of Bolingbrook and pay any applicable fees within two weeks of approval of contract. Contractors shall arrange for all inspections required by State, County, Local and other authorities having lawful jurisdiction. Contractors must let Superintendent of Projects & Planning know of all and any scheduled inspections so they shall be present at time of inspection. All inspection approvals will be obtained by Park District at time of inspection completion.

#### **Subcontracts**

Contractor operating under direct contracts with the Owner may let Subcontractors for the performance of such portions of the work as are usually executed by special trades. All such Subcontractors shall be based on conformance with all pertinent conditions set forth in the Contract Documents. The Contractor shall not, without written consent of the Owner, make any assignments or subcontracts for the execution of any of the works hereby quoted.

#### **Contractor's Representative**

Contractors shall, at all times, utilize competent employees, to perform the specified work. The Contractor shall provide a competent on-site Site Supervisor who possesses good command of the English language (speaking, reading, and writing) for the work location at all times when the Contractor is providing work. The site supervisor shall be authorized to act on behalf of the Contractor and to supervise the work in a manner that will comply with all requirements of the plans and specifications.

#### **Materials and Workmanship**

All materials shall conform to the requirements of the Contract Documents. All materials are subject to the approval by the Owner both before and after incorporation into the project. All materials shall be new, of first

quality, the best workmanship, and of the latest design. This does not apply to the incorporation of existing or salvaged materials into the project if specified in the Contract Documents.

#### **Pre-Construction Meeting**

All contractors must attend a pre-construction meeting with the Owner prior to initiation of the work as scheduled on the 'Instruction to Contractors' page. At the meeting the Contractors shall present a schedule for performing the work as well as discuss his/her proposed methodology for performing the work.

#### **Protection of the Public, Work, and Property**

The Contractor shall provide and maintain all necessary watchmen, barricades, warning signs and take all necessary precautions for the protection of all work from damages, and shall take all reasonable precautions to protect the project property from injury or loss arising in connection with his contract. The Contractor shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions.

#### **Site Clean-Up**

The Contractor shall keep the site free from accumulations of debris, rubbish, and waste materials at all times. The Contractor shall arrange for the removal and disposition of debris, rubbish, and waste materials at no cost to the Owner.

#### **Insurance**

The Contractor shall not commence work under the Agreement until he has obtained all insurance required, and it has been approved by the Owner. All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Said companies must have a policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide. The insurance coverage must be maintained by the Contractor until all work is completed and accepted by the Owner as set forth in the Contract Documents.

- a. Workman's Compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Agreement.
- b. Public liability and property damage liability insurance covering all operations under Agreement. Public liability insurance shall be in an amount not less than \$1,000,000 on account of any one occurrence, including accidental death. Property damage insurance shall be in an amount not less than \$1,000,000 for bodily injury per person with an aggregate limit of not less than \$2,000,000.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with Agreement, whether owned, non-owned, or hired. Comprehensive automobile liability insurance shall provide not less than \$1,000,000 per person and \$1,000,000 per accident, and property damage coverage in limits of an amount not less than \$1,000,000 per accident.
- d. Public Liability and Property Damage Insurance for Owner shall include the Owner as named insured under the foregoing Public Liability and Property Damage Insurance or the Contractor shall provide a separate policy for the Owner in accordance with the requirements under the foregoing Public Liability and Property Damage Insurance. Said insurance shall afford the Owner the same protection and in the same amounts as required in Paragraph (b) above, and shall protect the Owner from all claims for bodily injury and property damage arising from its ownership of the premises and general supervision of the work, including claims by employees of the Contractor.

Within ten (10) calendar days after receipt of the " Notice of Award", the Contractor shall file with the Owner, a Certificate of Insurance showing complete coverage of all insurance required by this Section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the

description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified amended, changed, canceled or terminated without 30 business days prior written notice to the Owner. Such certification must be in the form acceptable to the Owner. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Owner reserves the right to require a copy of the entire policy. The Bolingbrook Park District shall be named as additional insured.

**Construction Observation**

The Superintendent of Projects & Planning shall observe the work on behalf of the Bolingbrook Park District and will provide general assistance during construction insofar as proper interpretation of the Contract Documents is affected. The Superintendent of Projects & Planning shall not be responsible for the acts of omission of the Contractor's superintendent or other employees. All materials used and all completed work by the Contractor shall be subject to the observation of the Superintendent of Projects & Planning. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Superintendent of Projects & Planning and shall furnish information required concerning the nature or source of any materials or equipment which he proposes to use. Any material, equipment, or work which does not satisfactorily meet the Contract Documents may be rejected by the Superintendent of Projects & Planning. All rejected materials, equipment, or work shall be promptly removed and replaced at the Contractor's expense.

**Change Orders**

Changes to facilitate the project which are in the best interest of the Owner may be made by the Superintendent of Projects & Planning, with the understanding of both parties that no change in contract price is involved. Where proposed changes involve a modification to the contact sum, the contract time, or material change in the work (i.e., other than minor field changes) a written change order shall be prepared by the Contractor and approved by the Superintendent of Projects & Planning prior to any change taking place.

**Field Representative**

Field representatives may be appointed by the Owner to see that the work is performed in accordance with the Contract Documents. Field representatives shall have the authority to condemn and/or reject defective work and materials. Field representatives shall have no authority to permit deviation from the Contract Documents and the Contractor shall be liable for any deviations made without a written order from the Superintendent of Projects & Planning.

**Guarantee-Warranty**

Contractors shall guarantee-warranty all materials for a period of one year from date of acceptance by the Bolingbrook Park District. The warranty shall include all labor and material costs associated with repairs or replacement.

**Wage Rates/Prevailing Wage Ordinance**

Each Contractor or Subcontractor performing Work on this project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with 820 ILCS 130/1 et seq., as now existing or hereafter amended.

In accordance with 820 ILCS 130/5, The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics and other workers employed by them on the Project; the record

shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the Bolingbrook Park District. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records to the Bolingbrook Park District, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within the State. The Contractor and each subcontractor shall permit his or her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

**CONTRACTORS QUOTE:  
SENSORY ROOM CONSTRUCTION AT ANNERINO COMMUNITY CENTER**

Name of Contractor: \_\_\_\_\_

Trade/Scope of Work: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Having examined the Contract Documents and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction of the projects scope of work in accordance with the Contract Documents, within the time set forth therein and at the prices included herewith.

The Bidder acknowledges receipt of the following Addenda, which are part of the Contract Documents: Numbers \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_

The Contractor agrees to perform all the work described in the Contract Documents for the above trade/scope of work for the following price. (All substitutions or deviations from the specifications must be noted and attached to this bid document).

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

Dollar Amount in Writing: \_\_\_\_\_

*Deviations from specifications (use additional paper if necessary)*



Contractor hereby certifies:

- a. That this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- b. That he or she has not directly or indirectly induced or solicited any other contractor to put in a false quote or induced any person, firm, or corporation to refrain from quoting the work.
- c. That he or she has not sought by collusion to obtain any advantage over other contractors.
- d. Pursuant to Public Act 95-0635, hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act.
- e. Compliance with all provisions of the Illinois prevailing Wage Act to the extent applicable, 820 ILCS 130/.01 et seq. and as amended January 1, 2010.
- f. That his or she is not barred from Bidding for this Contract as a result of the violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev. Stat. ch, 38, Paragraph 33E-1 et. seq.).
- g. Compliance with the Veterans Preference Act (Ill. Rev. Stat. ch.126.5, Para. 23).
- h. Pursuant to Ill.Rev.Stat. ch. 127 Para. 132.311 et. seq. ("Drug-Free Workplace Act), the contractor hereby certifies that it will provide a drug-free workplace
- i. Compliance with the Employment of Illinois on Public Works Act.
- j. Compliance with the Illinois Human Rights Act and the rules and Regulations of the Illinois Department of Human Rights published 44 Illinois Administrative Code Section 750, et seq.
- k. That he or she shall defend, indemnify and hold harmless Bolingbrook Park District, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Bolingbrook Park District, its officials, agents and employees, arising in whole or in part of in consequence of the performance of work by the Contractor, its employees, or subcontractors.

FIRM NAME: \_\_\_\_\_ (SEAL)

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_  
(Secretary)

Subscribed and Sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

PLAN ROOM COPY - NOT FOR QUOTE

**SENSORY ROOM CONSTRUCTION AT ANNERINO COMMUNITY CENTER  
SCOPES OF WORK – CONSTRUCTION SPECS**

**To All Trades**

It is imperative that all trades (subcontractors) review the entire contractual documents (construction drawings). Information pertinent to your work may occur in other portions of the contractual documents. Refer to all drawings for additional general notes, abbreviations and symbols. All notes are to be reviewed and applied to related building components. Notes appear on various sheets for different systems and materials. Sheets are to be reviewed and notes on any sheet are to be applied on related drawings and details. Below notes are shortened versions of project. Review drawings for exact work scope and bid accordingly to drawings.

**Carpentry, Drywall  
& General Trade Work**

Removal of wainscoting on walls; temporary removal of RCP for installation of new walls; and preparation for installation of new walls. Removal of one (1) existing door, including frames and installation of one (1) new door and hardware. Owner to install door locks upon completion. Installation of new walls with required acoustical sound paneling. Upon completion of walls, install wall base and reinstall RCP.

**Plumbing**

Removal of existing plumbing fixtures (including but not limited to toilets, sinks, floor drain). Upon removal, cap existing plumbing lines per drawings.

**Mechanical (HVAC)**

Remove a small section of existing ductwork; install new duct; install new diffuser and grill; seal gaps around duct penetrations; balance RTU-10.

**Electrical**

Remove existing light fixtures; protect all existing conduit, outlets and low voltage tel/data wiring; extend existing outlets to new wall; purchase & install new light fixtures and controls, run conduit, electric wiring and receptacles for electrical outlets; install outlet cover plates; apply fire caulking/sealants as required.

**Painting**

Patch walls (as needed); apply primer to new drywall, doors, door frames and drywall repairs; paint new and existing walls, door frames and doors