



**Bolingbrook
Park District**

Bidder Name: _____

Address: _____

Phone #: _____

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

ACC PARTIAL ROOF REPLACEMENT 2024

**BOLINGBROOK PARK DISTRICT
301 RECREATION DRIVE
BOLINGBROOK, IL 60440
(630) 739-4696**

NOVEMBER 28, 2023

PLAN ROOM COPY - NOT FOR BID

ADVERTISEMENT FOR BID

The Bolingbrook Park District will accept sealed bids for 'ACC Partial Roof Replacement 2024' until 9:00 am, Tuesday, November 28, 2023.

The work included in this contract includes but is not limited to furnishing the necessary labor, materials, supplies and equipment to complete the project as described. The work consists of partial tear-off and replacement of EPDM Roofing System per specs included within bid. Contractors are required to perform an on-site visit to inspect roof prior to submittal of bid.

As of 9:00 am, Monday, October 30, 2023, Bid Documents are available at the Buildings & Grounds Facility offices, 301 Recreation Drive, Bolingbrook, Illinois 60440, (630) 739-4696.

Bids will be publicly opened and read at 9:00 am, Tuesday, November 28, 2023 at the Buildings & Grounds Facility, 301 Recreation Drive, Bolingbrook, Illinois 60440. Bids received after this time will be returned unopened. No oral proposals or modifications will be considered. The park district reserves the right to reject any and/or all bids, to waive any informality, and to accept the bid that is in the best interest of the Bolingbrook Park District. All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

All proposals must include a ten percent (10%) Bid Guarantee. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

INSTRUCTIONS TO BIDDERS

Project Name: ACC Partial Roof Replacement 2024

Project Owner: Bolingbrook Park District
201 Recreation Drive; Bolingbrook, Illinois 60440

Project Location: Annerino Community Center, 201 Recreation Drive

Bid Opening: Tuesday, November 28, 2023 at 9:00 am
Bolingbrook Park District - Building & Grounds Facility
301 Recreation Drive; Bolingbrook, Illinois 60440

Project Scope: The work included in this contract includes but is not limited to furnishing the necessary labor, materials, supplies and equipment to complete the project as described. The work consists of partial tear-off and replacement of EPDM Roofing System per specs included within bid. Contractors are required to perform an on-site visit to inspect roof prior to submittal of bid.

Begin Work: Work can commence on or after January 15, 2024 as weather conditions allow and Owner signs off on work. Once work begins, the entire project must be completed within fifteen (15) working days. All areas disturbed, or not completed must be water tight between work days (or overnight).

Deadline for Questions: End of day on Friday, November 17, 2023.

Completion Deadline: No later than May 31, 2024.

Contract Documents

The work shall be performed in accordance with the plans and specifications entitled 'ACC Partial Roof Replacement 2024'.

Bid Security and Surety

A ten percent (10%) bid security in the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner must accompany the bid. Failure to furnish a bid security in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid, in the absolute discretion of the Owner.

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 Bolingbrook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

Preparation and Submission of Bids

Before submitting proposal, each bidder shall examine carefully all documents pertaining to the work and visit the site to verify conditions under which work will be performed. This includes a site inspection of the roof and existing RTU's and controls. The site visit is essential to determine the appropriate crane size. Failure to visit the site and access the roof prior to bidding shall cause the bid to be rejected. 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, permits, guarantees, applicable taxes, insurance and contingencies, with overhead and profit necessary to produce a complete project, or to complete those

portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs incurred. No compensation will be allowed by reason of any difficulties which the Bidder could have discovered or reasonably should have discovered prior to bidding.

All proposals must be made upon the bid 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 or surnames of the person or persons signing the bid. The bid form should not be removed from the specification's booklet.

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

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.

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.

Award of Contract

Award of the contract will be made to the lowest responsive, responsible bidder, 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.

The District reserves the right to waive all technicalities, to accept or reject any or all bids, or 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 action by any Bidder against the District. The District will award the Contract to the lowest most responsible and responsive Bidder, as determined by District. In considering the Bidder's responsibility, the District may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

After the bid opening, no bid may be withdrawn or canceled for a period of (60) calendar days.

Non-Discrimination

During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will comply with all provisions of the Equal Employment Opportunity Clause as required by the Human Rights Act and rules and regulations of the Illinois Department of Human Rights published at 44 Il Administrative Code Section 750, *et seq.*

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.

Contract and Insurance

The accepted bidder shall enter into a written contract; provide the Owner with copies of Workman's Compensation and Public Liability Insurance Policies or certificates therefore, within ten (10) calendar days of the "Written Notice to Proceed" and prior to the commencement of work.

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

Extra Work

The Contractor must have a work order for extra work in writing indicating such work and same must be signed by the Owner prior to construction of such work.

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), Agreement, Bonds, General Requirements including materials incorporated by the Provisions Included section, Specifications, Plans and/or Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications, and/or 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 on behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes the material.

Payment

At least ten (10) days before each progress payment fall due (but no more than once a month), the Contractor will submit to the Owner a partial payment estimate filled out and signed by the Contractor covering the work performed during the periods covered by partial payment estimate and supported by such data as the Owner may reasonably require. The Owner will within ten (10) days after receipt of each partial payment estimate, either indicate his approval of payment or present the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will pay the Contractor within forty-five (45) days of presentation of an approved partial estimate submitted by the last day of the month.

The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent on the current and remaining estimates. On completion of the work, payment will be made in full including retained percentages less authorized deductions.

The Contractor shall submit Partial Waivers of Lien, including the first payout, from Contractors, Subcontractors, and Materials Suppliers for each payout. Final Payment will be made within approximately thirty (30) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents submitted by the last day of the month.

Payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Therefore, any bill or invoice provided from Contractor to Owner which has been approved for payment shall be paid within 30 days after such date of approval.

Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), caused by, growing out of , or incidental to, the performance of the Work covered by these 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, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. 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. The Contractor shall not be required to indemnify and hold harmless Owner for such claims or demands which result solely from Owner's own negligence.

In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to Owner.

Permits, Fees and Inspection

The Contractor shall obtain all permits and arrange for all inspections required by State, County, Local and other authorities having lawful jurisdiction. The Contractor will pay all permit fees.

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.

Bidder's Representative

Bidder shall, at all times, utilize competent employees, to perform the specified work. The site supervisor shall be authorized to act on behalf of the Bidder 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. Any item of labor or material not shown as a separate pay item in the Bid shall be supplies as shown on the plans or required for construction and installed as incidental to the contract.

Abandonment

Should the Bidder abandon or neglect the work, or if the Owner at any time is convinced that the work is unreasonably delayed, or that the conditions of the contract is being willfully violated, or executed carelessly, or in bad faith, he may notify the Bidder in writing, and if his notification be without effect within twenty-four (24) hours after the delivery hereof, then and in that case the contractor shall discontinue all work under the contract and the Owner shall have full authority to make arrangements for the completion of the contract at the expense of the Bidder.

Pre-Construction Meeting

Contractor shall attend a pre-construction meeting with the Owner prior to initiation of the work. At the meeting the Contractor shall present his schedule for performing the work as well as discuss his proposed methodology for performing the work.

Protection of the Public, Work, and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, warning signs, and other signals 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, except such as may be caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and these specifications.

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. If the Contractor fails to remove any debris, rubbish, or waste materials within five (5) days of written notice to clean the site, the Owner may remove the materials and charge the cost thereof to the Contractor.

When the Contractor's equipment is operated upon an existing pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Owner, the Engineer, or the roads governing authority. The cleaning work shall be considered as incidental to the contract.

Insurance

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

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 \$3,000,000 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, 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). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. 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. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute and employer's 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 Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

E. General Insurance Provisions.

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, 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 Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of 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. Bests Key Rating Guide. If the Bests 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. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the 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.
5. 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.

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. (Use additional insured endorsement - Owners, Lessees or Contractors (Form B) a sample is included in this bid packet).

Construction Schedule

The Contractor shall submit to the Superintendent of Projects & Loss Prevention within ten (10) days after the effective date of award a schedule outlining construction methods and a timetable for completion of the project. The construction schedule must be approved by the Superintendent of Projects & Loss Prevention prior to commencing work. All work on the project, including punch list, shall be complete by the date indicated in "Instructions to Bidders".

Construction Observation

The Superintendent of Projects & Loss Prevention 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 & Loss Prevention 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 & Loss Prevention. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Superintendent of Projects & Loss Prevention 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 & Loss Prevention by giving written notice to the Contractor. All rejected materials, equipment, or work shall be promptly removed and replaced at the Contractor's expense.

Force Majeure

Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. The parties acknowledge, and have specifically bargained for in this Agreement, that Contractor shall be responsible and obligated to perform all of its obligations under this Agreement in the event of any epidemic or pandemic, including, but not limited to, the COVID-19 outbreak and similar outbreaks and during any national, state, or local emergency relating thereto, and such events shall not fall within the definition of a force majeure event under this Agreement or under law for the purposes of Contractor's performance obligations under this Agreement, and Vendor shall be required to fulfill and perform all of its duties and obligations in such event.

Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

Laws and Certification

The Bidder shall at all times observe and comply with all Federal, State and Local laws, regulations and ordinances which in any manner affect the conduct of the work. Any complaint, claim or action brought against the Bidder for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Bidder and shall in no way extend to or expose the Owner to liability and the Bidder shall indemnify and hold harmless the Owner from any and all such

complaints, claims, or actions. All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of which are hereby made a part of these specifications, or indicated on the drawings.

Change Orders

Changes to facilitate the seal coating project which is in the best interest of the Owner may be made by the Superintendent of Projects & Loss Prevention, 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 Bidder and approved by the Superintendent of Projects & Loss Prevention 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 & Loss Prevention.

Guarantee-Warranty

The Contractor shall guarantee-warranty all materials for a period of one (1) year from date of acceptance by the Bolingbrook Park District. The warranty shall include all labor and material costs associated with repairs or replacement.

Vendor Information Reporting

Pursuant to P.A. 102-0265, (35 ILCS 200/18-50.2) contractors and their subcontractors performing work on this Project for the Owner are responsible for certifying whether they are a minority-owned, women-owned or veteran-owned business; (2) whether the contractor or subcontractor holds any certifications for those categories; and (3) whether the business has annual gross sales of less than \$75,000,000 as evidenced by the federal income tax return of the business.

Substance Abuse Prevention Policy

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Project Act"), employees of the contractor and the employees of the subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project. Before the contractor or subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

Drug-Free Workplace Act

Pursuant to 30, ILCS 580/1 *et seq.* ("Drug Free Workplace Act"), the Contractor shall certify with the Owner that it will provide a drug-free workplace by taking actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. A certification form is attached to this document and must be completed by the Bidder.

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 to 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. A copy of the "General Prevailing Hourly Rates" is hereafter included.

In accordance with 820 ILCS 130/5, The Contractor and each subcontractor shall make and keep, for a period of not less than 5 years, records of all laborers, mechanics and other workers employed by them on the Project. The records must include the worker's name, the worker's address, the worker's telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor must, no later than the fifteenth day of each calendar month, file a certified payroll for the immediately preceding month with the IDOL using its online database and also with the Public Agency in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll must consist of a complete copy of the records required by 820 ILCS 130/5(a)(1), except the starting and ending times of each work day. The certified payroll must also be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor representing that:

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

The Contractor must also post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the Contract or project or work to be performed. In lieu of posting on the project site, a Contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the Contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. The failure to post or provide the requisite prevailing wage rate is a violation of the Wage Act.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(b) to the Bolingbrook Park District, its officers and agents, and to the Director of Labor and his deputies and agents. 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.

PLAN ROOM COPY - NOT FOR BID

TECHNICAL SPECIFICATIONS
SCOPE OF WORK

The work included in this contract includes but is not limited to furnishing the necessary labor, materials, supplies and equipment to complete the project as described below. The work consists of partial tear-off and replacement of EPDM Roofing System per specs included within bid. Contractors are required to perform an on-site visit to inspect roof prior to submittal of bid.

PRE-CONSTRUCTION SCOPE:

1. Permits will be obtained by Owner with Village of Bolingbrook prior to work.
2. Contractor to submit registration paperwork with the Village of Bolingbrook upon contract and pay any applicable fees associated with said registration. Permits will not be issued by Village of Bolingbrook to Owner until Contractor is registered.
3. Apply for and receive all applicable inspections with Village of Bolingbrook throughout Construction. Note that inspections could be 48-72 hours to schedule.
4. Conduct a preconstruction meeting on-site to discuss scope of work, project schedule, jobsite logistics and safety requirements.
5. Work to only be conducted when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
6. Contractor must meet all applicable ASTM standards.

CONSTRUCTION SCOPE:

1. Tear off existing EPDM roofing system in its entirety down to the three inch (3") and tapered polyisocyanurate insulation and properly dispose of offsite. Inspect insulation for deterioration (if any) and report same to owner. Insulation replacement (if any) shall be performed on a unit price basis as noted herein.
2. Contractor to ensure integrity of roof between work days to ensure facility remains enclosed due to possible inclement weather.
3. Install one layer of ½" HD polyisocyanurate insulation fully adhered utilizing low-rise foam adhesives per manufacturer's specifications.
4. Underlayment replacement must meet specifications of new roofing material.
5. Install new "black" 45 mil EPDM roofing system fully adhered utilizing solvent-based bonding adhesive per the manufacturer's specifications. All membrane laps are to be sealed together and fabricated to shed water.
6. Install new 45 mil EPDM membrane flashings at all appropriate building perimeters and at all roof top equipment curbs on all roof areas.
7. Fabricate on-site, custom and/or manufacturer pre-fabricated cylindrical pipe penetrations.
8. Install new 24-gauge (Kynar) counterflashing metal complete with fasteners and sealant at appropriate based-flashing locations. All areas completely sealed.
9. Install new prefinished 24-gauge (Kynar) metal at all appropriate building perimeters. Color to be chosen by owner prior to installation. All areas to be properly capped (if needed).
10. Install new prefinished 24-gauge (Kynar) metal thru-wall scuppers. Color to be chosen by owner prior to installation.
11. Contractor to ensure required mechanical fasteners to provide proper coverage around all roof penetrations.
12. Where roof drains exist, reset and install 24" min width tapered insulation / flashing around drains to ensure uniform slope for proper drainage. High spots around slump drains will not be allowed or accepted.
13. Where scuppers exist, extend tapered insulation to outside surface to promote drainage and prevent pocketing of water. In-proper draining will not be allowed or accepted.
14. Clean up premises daily during construction and at the completion of the project. Contractor responsible for proper disposal of all roofing materials off-site.

15. Any found issues must be made known to Owner immediately. Any requested Change Orders must follow unit pricing as identified by Contractor here in this bid. Contractor will not be paid for any applicable Change Orders unless followed by requirements set forth in this bid.

POST CONSTRUCTION SCOPE:

1. Clean of the roof and removal of any construction debris pre-final inspection(s).
2. Conduct a final walkthrough with Owner and manufacturer's representatives upon completion of job to verify warranty and workmanship. Address and compile any punch listed items for Contractor. Manufacturer's representative must provide a warranty document upon closure of project accepting the workmanship and acknowledging warranty of the work performed.
3. Punch list to be addressed by Contractor as presented by Owner or Owner's representatives.
4. Upon completion, Contractor to supply close-out documents that includes all required care, maintenance, warranty and manufacturer's post-installation report.
5. Contractor and / or Manufacturer must provide a minimum TWENTY YEARS (20 Years) Labor and Material Warranty upon completion. Warranty shall include labor and material costs associated with repairs or replacement as indicated in Warranty. Warranty is to not be prorated.

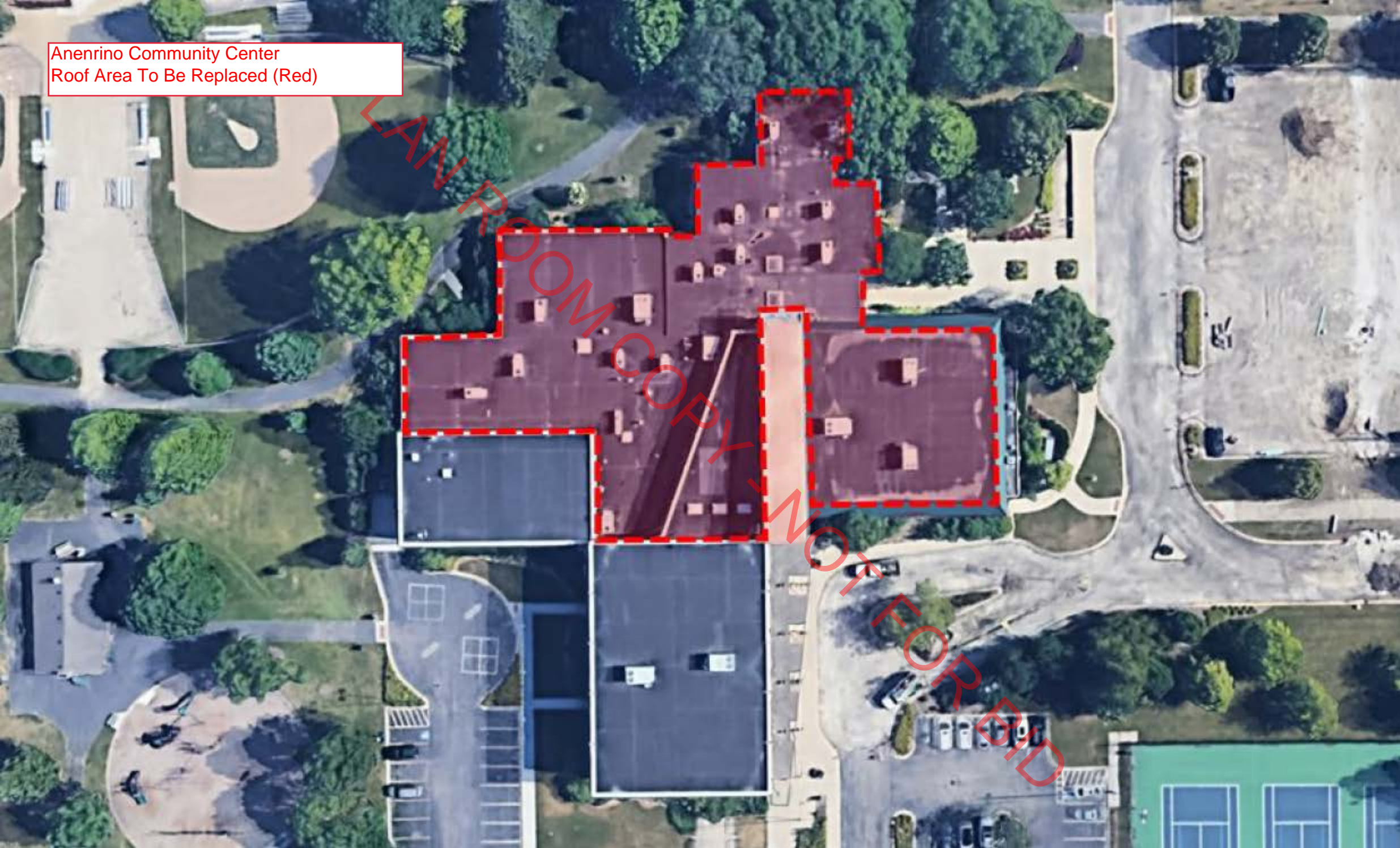
REQUIRED EPDM MEMBRANE STANDARDS:

1. Minimum Tensile Strength 1400psi
2. Minimum Ultimate Elongation 350%
3. Brittleness Temperature Max (-49 degrees F; -45 degrees C)
4. Minimum Tear Resistance 175lbs per lineal inch
5. Resistance to Ozone Aging – no cracks
6. Resistance to Heat Aging – maximum reduction in elongation of 35% maximum loss of tensile strength of 10% after 4 weeks of 240 degrees F

MISC. CONTRACTOR INFORMATION / REQUIREMENTS

1. Crane placement for material must be agreed upon by Owner.
2. All work shall be performed in a safe, professional manner in compliance with all OSHA regulations.
3. Facility will be operable to the public during construction. Contractor to ensure areas are kept clean, safe for patrons and staff.
4. Any items found to be in violation upon inspection by the Village of Bolingbrook or third-party inspector are to be resolved of at the sole expense of the Contractor.
5. If work is performed during cold weather, ensure precautions are taking to ensure satisfactory performance of the finished roof when temperatures fall below 45 degrees F. Ensure the deck surface, existing insulation and blocking are dry and free from traces of all ice, snow and moisture before applying additional insulation and/or membrane roofing and flashings.
6. Any landscaping damage or building damages are to be repaired at the sole expense of the Contractor at the discretion of the Owner.

Anenrino Community Center
Roof Area To Be Replaced (Red)

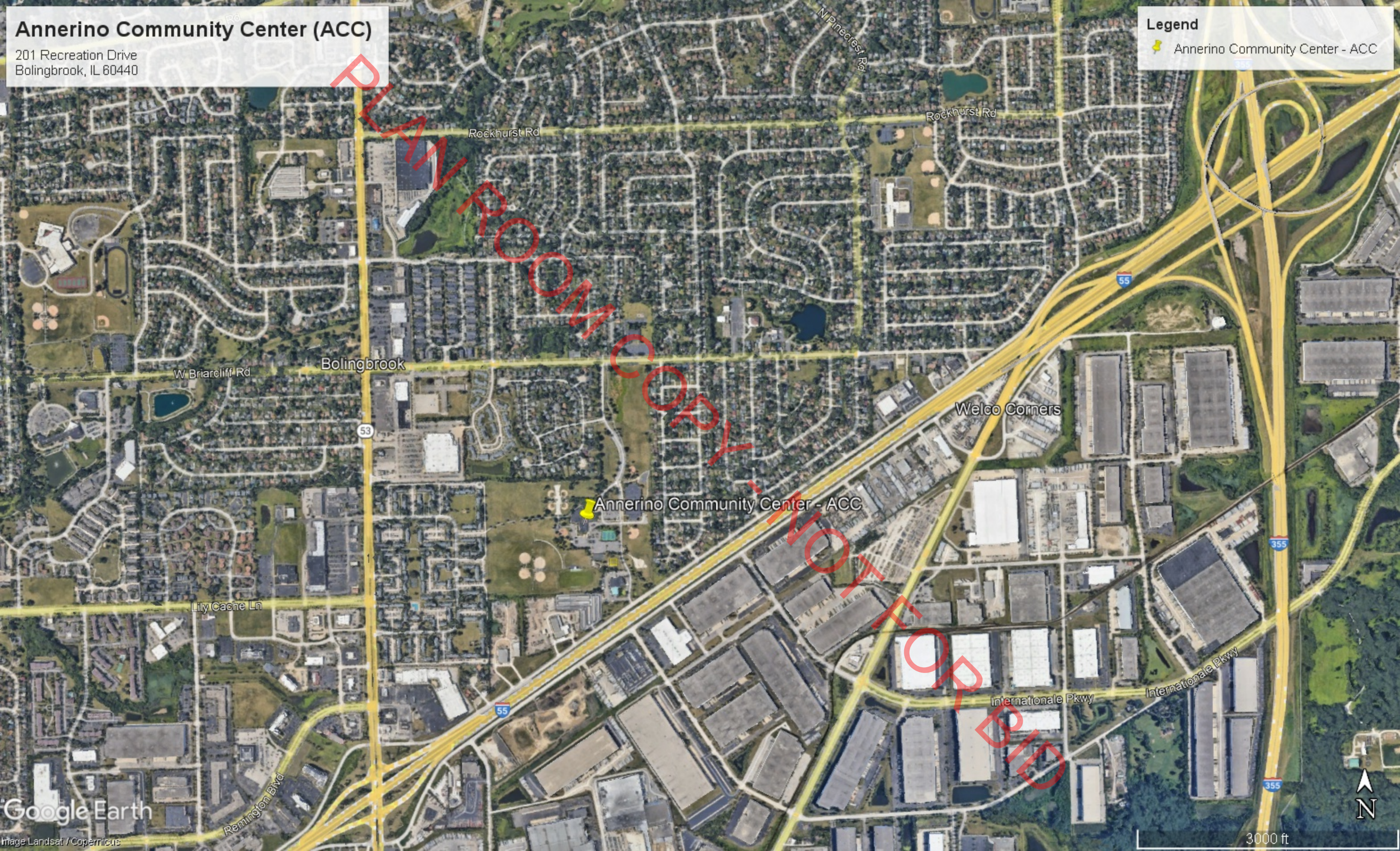


Annerino Community Center (ACC)

201 Recreation Drive
Bolingbrook, IL 60440

Legend

- Annerino Community Center - ACC



Will County Prevailing Wage Rates posted on 8/15/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	12.39	31.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		43.00	47.30	1.5	1.5	2.0	2.0	16.89	16.10	0.00	0.75	2.37	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	BLD		52.00	56.68	1.5	1.5	2.0	2.0	17.34	21.56	0.00	1.35	4.76	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00

Will County Prevailing Wage Rates posted on 8/15/2023

OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00

Will County Prevailing Wage Rates posted on 8/15/2023

TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCK POINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

Will County Prevailing Wage Rates posted on 8/15/2023

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

Will County Prevailing Wage Rates posted on 8/15/2023

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with

Will County Prevailing Wage Rates posted on 8/15/2023

attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engines); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

Will County Prevailing Wage Rates posted on 8/15/2023

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Will County Prevailing Wage Rates posted on 8/15/2023

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**CONTRACTORS BID
ACC PARTIAL ROOF REPLACEMENT 2024**

Name of Bidder: _____

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 project 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 undersigned agrees to execute a Contract for this work and present the same to the Owner within five (5) days after the date of written notice of the award of the Contract to him. The undersigned further agrees that he will commence work not later than ten (10) days after written notice to proceed and execution and approval of the Contract and the Contract Bond(s) unless otherwise provided, and will diligently prosecute the work in such a manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Accompanying this bid is a bid security complying with the requirements of the Contract Documents, for ten percent (10%) of the total base bid price. The amount of the bid security is:

(Contractor to Fill in Amount)

If this Bid is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay of said Contract. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids and it is agreed that this Bid may not be withdrawn during the period of days provided in the Contract Documents.

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

Total Base Bid \$ _____

Base Bid Amount In Writing _____

Bidders/Contractors shall complete the below bid unit costs. Failure to comply may cause bid to be rejected. Deviations from specifications (please use additional paper if necessary). Contractors are expected to hold below unit pricing throughout project on following items should the project require.

Unit Costs

EPDM Walkway System at HVAC curbs, etc. (as requested by Owner) _____/LF

Three-inch (3") polyisocyanurate insulation replacement _____/SF

Tapered insulation saddles/cricket replacement _____/SF

Wood Nailer Replacement _____/LF

Metal Deck Replacement _____/SF

Deviations from specifications (please use additional paper if necessary).

PLANNING ROOM COPY - NOT FOR BID

Bidder 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 has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- c. That he has not solicited or induced any person, firm, or corporation to refrain from Bidding.
- d. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over the Owner.
- e. That all contractors and subcontractors rendering services under this contract shall comply with all provisions of the Illinois Prevailing Wage Act to the extent applicable, 820 ILCS 130/.01 et seq.
- f. That he 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 2012 720 ILCS 5/1 et seq.
- g. That he shall comply with provisions of the Veterans Preference Act 330 ILCS 55/1 et seq.
- h. That he shall comply with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.
- i. That he shall comply with the Illinois Human Rights Act and the rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

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)

**BOLINGBROOK PARK DISTRICT
CONTRACTOR'S CERTIFICATION**

(1) Pursuant to P.A. 85-1295 (720 ILCS 5/33E-1 *et seq.*) the undersigned contractor hereby certifies to the Bolingbrook Park District that the contractor is not barred from bidding on the contract as a result of violation of either Section 33 E-3 or 33-4 or that Act.

(2) The contractor further certifies that the contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

- a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
- b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that Agreement.

Dated: _____ (Company)

(Mailing Address)

(Phone Number)

Primary Contract (Signature), Title

**BOLINGBROOK PARK DISTRICT
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE**

_____, being

first and duly sworn, deposes and says:

That he is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

The party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, or sham: that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element or said bid, or that of any other contractor, or to secure any advantages against any other or any person interested in the proposed contract.

(Name of Contractor, if Contractor is an Individual)
(Name of Partner, if Partner is a Partnership)
(Name of Officer, if Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to

This _____ day of _____, _____.

By _____

(Notary Public)

**BOLINGBROOK PARK DISTRICT
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), caused by, growing out of , or incidental to, the performance of the Work covered by these 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, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. 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. The Contractor shall not be required to indemnify and hold harmless Owner for such claims or demands which result solely from Owner's own negligence. In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to Owner.

Contractor expresses, understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Bolingbrook Park District, its officials, agents and employees as herein provided.

CONTRACTOR:

ATTEST:

(Notary Public)

STATEMENT OF EXPERIENCE

List four commercial roof replacement of similar or greater size your organization has completed in the last 12 months.

1. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

2. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

3. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

4. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

PLAN ROOM COPY - NOT FOR BID

SUBCONTRACTORS

The following list includes all subcontractors who will perform work representing five percent or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform the work required.

Category/Trade	Subcontractor Name	Address
1.		
2.		
3.		
4.		

PLAN ROOM COPY - NOT FOR BID

SUBSTANCE ABUSE PREVENTION PROGRAM

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Projects Act. In particular, the undersigned hereby represents and warrants to the Bolingbrook Park District as follows:

[Complete either A or B below]

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirement of Public Act 95-0635 **[attach a copy of the program]**.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act), the undersigned contractor hereby certifies

to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

DRUG FREE WORKPLACE CERTIFICATION
PAGE TWO

(d) Notifying the contracting agency within 10 day after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5).

(f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6).

Contractor

ATTEST:

DATE: _____

**Bolingbrook Park District
Prevailing Wage Act
Contractor/Subcontractor Requirements**

The Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”) required contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act to the extent applicable, *including but not limited to*, all wage, notice and record keeping duties.

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor’s December determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

I hereby agree to adhere to all requirements of the State of Illinois Prevailing Wage Act.

Contractor: _____ Date: _____

Contractor Representative Signature: _____

Printed Name: _____

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT CERTIFICATION

_____, being first and

duly sworn, deposes and says:

That he is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

The undersigned hereby agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.

(Name of Contractor, if Contractor is an Individual)
(Name of Partner, if Partner is a Partnership)
(Name of Officer, if Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and sworn to

This _____ day of _____.

By _____

(Notary Public)

151439

**BOLINGBROOK PARK DISTRICT
FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED CONTRACT FORM. NO CONTRACTS WILL BE ACCEPTED BY THE BOARD OF COMMISSIONERS OF THE BOLINGBROOK PARK DISTRICT UNLESS SAID AFFADIVIT IS SUBMITTED CONCURRENTLY WITH THE CONTRACT.

(Name)

being first duly sworn, deposes and says that he/she is the

(Title)

of _____
(Name of Company)

and that he/she has the authority to make the following affidavit, that he/she has knowledge of the Bolingbrook Park District Bid Specifications and Documents and Ordinances relating to Fair Employment Practices and knows and understands the contents thereof: that he/she certifies hereby that it is the policy of

(Name of Company)

to comply with the Equal Employment Opportunity requirements in 44 Illinois Administrative Code Section 750 *et seq.*

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, legal source of income, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and,

further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify any underutilization.

- B. That, if it hires additional employee in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, legal source of income, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

(Signature)

SUBSCRIBED and sworn to before me this _____ day of _____, _____

(Notary Public)

#171277

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

as Principal, hereinafter called Contractor, and _____
as Surety, hereinafter call Surety, are held and firmly bound unto the Bolingbrook Park District as Oblige,
hereinafter call Owner, in the amount of _____ (Dollars)
\$ _____ (One Hundred Ten Percent of the Contract Price) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Contractor has by a written agreement dated the _____ day of _____, 2023
entered into a contract with Owner for:

**BOLINGBROOK PARK DISTRICT
ACC PARTIAL ROOF REPLACEMENT 2024**

In accordance with Contract Documents prepared by:

Bolingbrook Park District
201 Recreation Drive
Bolingbrook, Illinois 60440

which contract is by reference made a part hereof, and is hereinafter referred as the Contract.

NOW THEREFORE, the condition of this obligation is such that if the said Contractor shall in all respects well
and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for
any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work
provided in said contract, and shall defend, indemnify and save harmless the Owner against any and all
liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as
otherwise provided in said Contract Documents arising out of or in relation to the performance of said work
and the provisions of said contract, and shall remove and replace any defects in workmanship or materials
which may be apparent or may develop within a period of one (1) year from the date of final acceptance,
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed there under or the
specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to
the work or to the Specifications.

Surety companies executing Bonds must hold Certificates or Authority as Acceptable Sureties (31 CFR 223) and be authorized to transport business in the State where the Project is located.

Signed and sealed the _____ day of _____, 2023.

(Contractor)

(SEAL)

(Witness)

(Title)

(Surety)

(SEAL)

(Witness)

(Title)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Bolingbrook Park District as Obligee, hereinafter called the Owner, in the amount of _____ (Dollars) \$ _____ (One Hundred Ten Percent of the Contract Price) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by a written agreement dated the _____ day of _____, 2023 entered into a contract with Owner for:

**BOLINGBROOK PARK DISTRICT
ACC PARTIAL ROOF REPLACEMENT 2024**

In accordance with Contract Documents prepared by:

BOLINGBROOK PARK DISTRICT
201 RECREATION DRIVE
BOLINGBROOK, IL 60440

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of one hundred eighty (180) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within one hundred eighty (180) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration on one (1) year following the date on which Contractor ceased Work on said Contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Surety companies executing Bonds must hold Certificates of Authority as Acceptable Sureties (31 CFR 223) and be authorized to transact business in the State where the Project is located. Contractor shall include such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

Signed and sealed the _____ day of _____, 2023.

_____	(Contractor)
	(SEAL)
_____	(Title)
_____	(Surety)
	(SEAL)
_____	(Title)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

AGREEMENT

**BOLINGBROOK PARK DISTRICT
ACC PARTIAL ROOF REPLACEMENT 2024**

This Agreement, made and concluded this _____ day of _____, 2023 between the Bolingbrook Park District, party of the first part hereinafter referred to as the Owner, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part, hereinafter referred to as the Contractor.

WITNESSETH: That for and in consideration of the payments and agreement mentioned in the Proposal hereto attached, to be made and performed by the Owner, and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with said Owner at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Contract Documents hereinafter described and in full compliance with all of the plans of this agreement.

And it is also understood the Contract Documents as defined in the General Requirement are all essential documents of this Contract and are part thereof.

In witness thereof, the said parties have executed these presents on the date above mentioned.

BOLINGBROOK PARK DISTRICT (OWNER)

(SEAL)

By: _____

Attest: _____

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____

_____ **(CONTRACTOR)**

(SEAL)

By: _____

Attest: _____

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____