1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134
Christoper W. Kious,President (630) 232-5980
Benjamin Haberthur, Executive Director Fax: (630) 232-5924

INVITATION TO BID

HUGHES CREEK GOLF CLUB CART PATH IMPROVEMENTS

SB-FP-24-2324 **SEPTEMBER 16, 2024**

The Forest Preserve District of Kane County is seeking to retain the services from a qualified and experienced contractor for the Hughes Creek Golf Club Cart Path Improvements.

Pre-Bid Meeting Date Time	**September 20, 2024 at 10:00 a.m. CST**
Pre-Bid Meeting Location	**Hughes Creek Golf course, 1749 Spring Valley Drive, Elburn, IL 60119**
SUBMISSION DATE & TIME:	**October 7, 2024 at 2:00 p.m. CST**
SUBMISSION LOCATION:	**1996 S. Kirk Road, Suite 320, Geneva, IL 60134**
PROJECT AWARD DATE:	**November 12, 2025**
PROJECT COMPLETION DATE:	**May 25, 2025**
GENERAL REQUIREMENTS:	**Submit One (1) completed Sealed Bid Package including:**
AT TIME OF SUBMITTAL:	**Required Contact Information**
	Affidavit of Corporation
	Bid Proposal
	References
	Subcontractors
	Qualifications/Relevant Experience
AT TIME OF AWARD:	**Substance Abuse Statement/Prevailing Wage Statement**
	Performance Bond/Payment Bond
	Certificate of Insurance naming FPDKC as additional insured
	Executed Contract

CONTACT PERSON: Anna Marano CPPB, Buyer-Finance, maranoanna@kaneforest.com
Phone (630) 208-2006
PROJECT MANAGER: Brian Krawczykowski, Manager South Operations
"This contract calls for the construction of a public work within the meaning of the Illinois Prevailing Wage Act, which requires contractors to pay laborers performing services on public works projects no less than the prevailing rate of wages; the Department of Labor publishes and revises prevailing wage rates on its website" (http://labor.illinois.gov); and, the contactor must check the website and comply with the Act's wage requirements.

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INSTRUCTIONS TO BIDDERS-
TERMS AND CONDITIONS

1. BID OPENING. **Sealed Bids must be received as indicated on cover sheet.** Bids received after this time will not be accepted or opened. Bids will be opened publicly and available for inspection immediately after the specified closing time. All interested parties are welcome to attend the bid opening. The bid opening will be held at the Forest Preserve District of Kane County Office, 1996 South Kirk Road, Suite 320, Geneva, IL 60134.

2. OPTIONAL PRE-BID MEETING. The District will have representatives available at this meeting to address questions raised by Bidders. Bidder attendance **is** mandatory, if applicable. It is the responsibility of each Bidder before submitting a bid to (1) thoroughly examine the Contract Documents; (2) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing the work; (3) consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work; (4) study and carefully correlate Bidder's knowledge and observations with the Contract Documents.

3. SPECIAL ACCOMMODATION MEETING. These meetings will be accessible to individuals in compliance with Executive Order #5 (1979) and pertinent state and federal laws upon notification of anticipated attendance. For questions about accessibility or to request special accommodations, please contact ADA Coordinator Zach Tegge, Forest Preserve District of Kane County, 1996 South Kirk Road, Suite 320, Geneva IL 60134; or call voice: (630) 232-5980; TTY Relay: (800) 526-0844; or e-mail ada@kaneforest.com **prior to bid due date.**

4. BID ENVELOPES. Envelopes containing bids must be sealed and address to the Forest Preserve District of Kane County, 1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134. Label envelope (in lower, left hand corner) with name of bid and bid number. The District does not accept faxed or emailed bids. Bids received after Time of Bid Opening will not be accepted. It is the responsibility of the bidder to make sure their bid arrives at the District Office on time.

5. BID FORM PREPARATION.

All blanks on the Bid Form must be completed by printing in ink or by typewriter. In signing this bid, Bidder certifies this bid is genuine and not made in the interest 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any other

advantage over any other Bidder or over Owner. All names must be typed or printed in ink below the signature. Bids by corporations must be executed in the corporate name by the president or a vice-president (or by other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids shall be submitted before the time and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope, marked with the enclosed bid label, accompanied by the Bid Form (including any required exhibits) and the bid security (if required).

6. MODIFICATION/WITHDRAWAL OF BID. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, after the Bids are opened, any Bidders that file a duly signed, written notice with the District and promptly thereafter demonstrates to the reasonable satisfaction of the District that there was a material and substantial mistake in the preparation of its bid, that Bidder may, with consent of District, withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

7. RESERVED RIGHTS. FOREST PRESERVE DISTRICT OF KANE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS or to waive any informality or technicality in any bid in the interest of the District. If the District finds reason to disqualify or reject the apparent low Bidder the District reserves the right to award the Contract to the next lowest responsible Bidder, or to rebid the entire Project, or to cancel the Project. All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the District may, in its sole discretion, release any bid and return the bid security prior to that date. The Forest Preserve District of Kane County will not be liable in any way for any costs incurred by respondents in replying to this bid.

8. DISCRETIONARY TERMINATION. The District, at its sole discretion, reserves the right to terminate this Contract or any part hereof at any time the District determines it necessary. Upon notification by the District of such termination, Vendor shall

immediately stop all Work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such Work. Vendor shall be paid a percentage of the order price reflecting the percentage of the Work performed prior to the notice of termination. Vendor shall not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. The Forest Preserve District of Kane County shall be the sole judge as to the acceptability or quality of material bid.

9. TERMINATION FOR CAUSE. The District may also terminate this Contract or any part hereof for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of the Contract. Late deliveries, deliveries of products which are defective or which do not conform to this Contract, and failure to provide the District, upon request, reasonable assurances of future performance, shall be reasons allowing the District to terminate this Contract for cause. In the event of termination for cause, the District shall not be liable to Vendor, for any amount, and Vendor shall be liable to the District for any and all damages, sustained by reason of the default which gave rise to the termination, including, but not limited to, all remedies available under the Illinois Uniform Commercial Code.

10. MODIFICATION OF AWARDED BID.

The Vendor and the District agree that no change order or other directive may be issued by the District which requires additional compensable Work to be performed, which Work causes the aggregate amount payable to exceed the amount appropriated for this Contract, unless the Vendor has been given a written assurance by the District that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in this Contract.

The Vendor and the District further agree that regardless of any other provision of this Contract, the Vendor shall not be entitled to any additional compensation, whether by law or equity, unless prior to commencing the additional Work, the Vendor was given a written change order describing the additional compensable Work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the District's Executive Director.

The District shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment may be made and this Contract shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.

The Forest Preserve District of Kane County is exempt from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

11. PAYMENT.

As part of the award of this contract, the District shall reserve the right to set the payment terms prior to the signing of the Contract. Retention of 5% will be held by the District until examination of the site can be conducted. Payment shall be made to the Contractor by the District only after the Contractor has fully performed the Contract Work

12. PAYMENT APPLICATION.

Payment Applications need to be submitted on District approved form (See attached example).

13. BONDS.

All bonds that are required of the Contractor or subcontractors must include such provision as will guarantee the faithful adherence to the District prevailing wage clause.

14. IRREVOCABLE LETTER OF CREDIT/PERFORMANCE BOND.

Upon execution of a Contract, the selected Contractor will submit an Irrevocable Letter of Credit or a Performance Bond for 100 percent of the total contract price. Should the vendor default on any requirement of the Contract resulting in cancellation by the District, the proceeds from the Irrevocable Letter of Credit or performance bond will be used by the District to cover any additional costs incurred by the District to complete the project. If an Irrevocable Letter of Credit is provided, it must be drawable by the District. The Banking Entity chosen is contingent upon the District's approval. If a Performance Bond is provided, the bond must be issued by a company licensed with and by the State of Illinois. For either instrument, the terms should be extended to the completion of the project.

15. PAYMENT BOND.

Contractor to furnish prior to commencement of work, a payment bond, in accordance with acceptable standards with good and sufficient securities for the performance and payment of material used in such work and for all labor performed in such work, whether by Sub-Contractor or otherwise, issued by a company licensed with and by the State of Illinois.

16. WAIVER OF LIEN.

Contractor to furnish appropriate Waivers of Lien from all Sub-Contractors, Material men and Others as required as a condition precedent to receipt of any payments forthcoming under a contract payment schedule.

17. CERTIFICATE OF INSURANCE REQUIRED BY FOREST PRESERVE DISTRICT OF KANE COUNTY.

A. Commercial General and Umbrella Liability Insurance

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

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

Owner 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. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

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 $2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, 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, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Worker's Compensation Insurance

Contractor shall maintain worker's compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employer's 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 Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

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

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any 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(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required upon award of contract.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's 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.

F. <u>INDEMNIFICATION</u>

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Forest Preserve District of Kane County and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness,

disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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. Including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

18. WARRANTY.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the District, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Forest Preserve District of Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

Contractor and/or Servicer and/or Seller shall provide to the Forest Preserve District of Kane County proof of adequate insurance coverage to satisfy the indemnification provisions herein.

19. EQUAL EMPLOYMENT OPPORTUNITY.

WHEREAS, the Act upon which Article VI, Section 2-211 of the County Code is based has been repealed and superseded by the Illinois Human Rights Act (Ill. Rev. Stat. Ch. 68, Sec. 1-101, et seq. 1987); and

WHEREAS, Forest Preserve District of Kane County is required to comply with the Illinois Human Rights Act and the rules and regulations promulgated thereunder by the Illinois Human Rights Commission, and

WHEREAS, the rules and regulations promulgated by the Human Rights Commission require that the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract.

NOW, THEREFORE, BE IT ORDAINED by the Forest Preserve District of Kane County that Article VI, Section 2-211 of the Kane County Code, be amended to read as follows; The equal employment opportunity clause required by the Illinois Human Rights Commission is hereby incorporated by reference in all contracts made by the Forest Preserve District of Kane County and in all bid specifications therefore furnished by the District to all bidders, contractors and subcontractors.

20. PREVAILING WAGE RATES

The current Illinois Department of Labor Prevailing Wage Rates for the Forest Preserve District of Kane County is effective **August 15, 2024. ** Act (820 ILCS 130/1, *et seq.*)**** Prevailing wage rates are subject to revision monthly. Copies of the current wage rates are always available at the Forest Preserve District of Kane County, 1996 South Kirk Road, Suite 320, Geneva, Illinois or on line at the Illinois Department of Labor web site: https://labor.illinois.gov/laws-rules/conmed/rates.

The successful Bidder hereby agrees to pay the current Illinois Department of Labor Prevailing Wage Rates for any and all projects worked on for the Forest Preserve District of Kane County, and guarantee all Subcontractors will also pay the prevailing rate of wages.

The successful Bidder will be required to post prevailing wage at jobsite as required.

The successful Bidder will be required to comply with the Illinois Act on Substance Abuse Prevention on Public Works Projects (Act 095-0635) and supply the District with a copy of the program for the Contractor and all Subcontractors.

The successful bidder and sub-contractors will submit all applicable paperwork including bonds, insurance and substance abuse program within thirty (30) days of approval of the bid. Failure on the part of the bidder to submit the documentation within thirty (30) days may result in the District cancelling the bid award

21."APPROVED EQUAL".

If and wherever in the specifications reference is made to a brand name, catalog number, etc., it is only for the purpose of establishing a grade or quality required. Since Forest Preserve District of Kane County does not wish to rule out other competition, the phrase "or approved equal" is added.

An "approved equal" is identical or superior in grade or quality. Forest Preserve District of Kane County will be the sole judge as to acceptability of an "approved equal".

By signing this bid document, the Bidder hereby acknowledges and certifies that should the bid submitted by the Bidder be the same (identical) to the bid of another Bidder, the District shall be the sole judge as to the successful qualified low Bidder. The District shall be the sole judge as to "same or identical" in any bids received.

22. PATENTS AND COPYRIGHTS. Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the District or its agents, customers, or other vendors, for alleged patent or copyright infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, furnished hereunder, and Vendor further agrees to indemnify the District, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. The District may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

23. DEFAULT.

In case of default of the Contractor, the Forest Preserve District of Kane County may procure the items and services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (IL Revised Statutes Ch.38, Par.33E-1,et seq.).

24. LIQUIDATED DAMAGES.

Failure to complete this project by the required completion dates will result in $500.00 a day in liquidation damages until the project is completed to the satisfaction of the Forest Preserve District of Kane County. Contractor shall not damage trees which shall remain in place. Damage to trees such as mature oaks, hickory, walnut etc. shall be assessed at $400.00 per caliper inch, measured 4 1/2 feet above the ground. Damage charges will be assessed directly to the Contractor.

25. SUB-CONTRACTORS.

The Contractor must list the major subcontractors that have submitted proposals to said Contractor and that said proposals are included in the Base Bid amount, and that should the Contractor be awarded the Contract, unless otherwise mutually agreed upon by this Contractor and District, the listed sub-contractors will perform the work indicated. List sub-contractors on Bid Form where indicated. **Bidders are required to perform the majority (50 %+) of work with their staff – not with sub-contractor.**

26. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within three working days after bid opening, upon Owner's request, detailed written evidence such as financial data, previous experience, present comments and other such data that may be called for in the Bidder's Qualifications Statement. Each bid must contain evidence of Bidder's qualification to do business in the State of Illinois and a certification that the Bidder is not barred from bidding on the Work as a result of previously violating either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of

1961. **Bidders must be experienced in work referenced in this bid. Bidders must provide a list of similar type projects.**

27. SCHEDULE OF WORK.

The successful bidder will be required to present a schedule of work if required for this project to the District after receiving the notice of award. This schedule will be reviewed with District Staff for compliance with the Bid Specifications. No changes from this schedule will be permitted without permission of the District. Contractor will be required to conduct a pre-construction meeting with a District Representative prior to the start of any work.

MINIMUM REQUIREMENTS.

1. The award of this bid will be based on the total bid from the qualified bidder.

2. Change of work orders, change of fee, or contracted add-ons will be issued by the District.

3. The District will supply a contract to the successful bidder. The successful bidder must complete the contract and return it to the District along with all other required entire bid package before work can begin.

4. Contractor must perform the specified testing, arrange for all inspections, and pay all associated fees and costs.

5. Contractor will be responsible to provide facilities for workman on site to be determined by Owner.

6. Work area needs to be cordoned off from the General Public as the preserve will be open during construction.

7. Confine operations to areas within Contract limits indicated. Portions of preserve areas beyond which work is indicated are not to be disturbed. Conduct work in a manner that minimizes noise and avoids disruption of ongoing occupancy in adjacent areas.

8. All work is to be done in single shift during normal working hours. The Contractor may elect to work outside of normal working hours, with the approval of the Owner, at their own expense in order to comply with the completion dates. If work outside of normal hours is ordered by the Owner, additional cost thereof will be paid by the Owner in accordance with the terms of the Contract.

9. Keep public areas adjacent to the work area free from accumulation of waste material rubbish or construction debris, and dispose of properly.

10. Contractor shall provide all machinery required and fees and permits necessary to complete the specified work and as required to comply with all local building laws. All equipment will be provided by Contractor and will be furnished in accordance with all agencies having jurisdiction.

11. Any items of historic nature found during the construction, are the property of the Forest Preserve District and need to be turned over to the District immediately.

12. Parking during construction and staging of equipment must be located in designated areas. Entrance to the site to be only at the construction entrance.

13. The District requires a schedule of work prior to start of work.

14. The successful Bidder will be required to comply with the Illinois Act on Substance Abuse Prevention on Public Works Projects **(**Act 095-0635**)** and supply the District with a copy of the program.

15. District staff will delineate staging areas. The Contractor will load, unload and store equipment and will mix all herbicide in the staging areas. Equipment storage in the staging area must not interfere with public use of District properties.

16. Contractors and Subcontractors must supply the District with a Certificate of Insurance and their Substance Abuse Policy prior to the start of work.

17. The District will retain 5% of payment until final site restoration has been completed and approved.

18. Contractor shall not damage trees which shall remain in place. Damage to trees such as mature oaks, ash, hickory, walnut, etc. shall be assessed at $400.00 per caliper inch, measured 4 1/2 feet above the ground. Damage charges will be assessed directly to the Contractor.

19. Contractors must place caution signs alerting patrons of work being done on site. During machine operation, the Contractor must clearly post professionally made 36" x 36" blaze orange signs indicating "Work Ahead".

20. Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.

SPECIFICATIONS

Repaving approximately 31,270 square feet of asphalt and removal and restoration of approximately 2,400 square feet of asphalt cart path (base bid); and two options of approximately 2,100 square feet each of repaving.

Site location: Hughes Creek Golf Course, 1749 Spring Valley Dr., Elburn, Illinois 60119.

Exhibits / Plans / Drawings:

- County locator and project map

Scope of Project:

Recycle in place designated, existing asphalt cart path, (approximately 31,270 SF base bid, approximately 2,100 SF Option "1", and approximately 2,100 SF Option "2"); level and compact all existing and newly added aggregate; pave designated cart path; remove and restore designated, existing asphalt cart path (approximately 2,400 SF); backfill, seed and install blanket for any disturbances or elevation changes.

This work includes, but is not limited to, furnishing and transporting all materials, labor and equipment necessary for: tree protection, excavation, grading, drainage structures, pavement removal and disposal, gravel installation, asphalt paving courses, pavement markings, seeding and blanketing.

All work is to be completed in accordance with the attached plans, details and specifications. All dimensions and quantities are approximate. It is the Contractor's responsibility to field verify all areas, quantities and grades. The Contractor is also responsible to adequately protect his work and provide protection to the public during construction. All construction debris and trash will be disposed of legally and properly off site. The Contractor will be responsible for leaving the site clean and for repairing any damage to existing turf, trees/shrubs, paved areas and site structures/amenities. All construction and materials shall be in accordance with the Illinois Dept. of Transportation Standard Specifications for Road and Bridge Construction (latest edition).

GENERAL NOTES -

- Normal hours of operation are 7:00 a.m. to 7:00 p.m., Monday through Friday. Work will not be permitted before or after these normal hours of work, nor on weekends or public holidays unless the Contractor has given the Project Manager at least 48 hours notice of each day such work is intended AND approval must be obtained from the Project Manager prior to such work proceeding.

- Contractor is responsible for project and site conditions until signed off by a District Representative.

- Contractor will be required to conduct a pre-construction meeting with a District Representative prior to the start of any work.

- Contractor will be responsible for final layout (including final grades and dimensions) which must be approved by a District Representative prior to the start of any excavation. (An AutoCAD drawing can be made available to the Contractor awarded the bid).

- Existing utilities are shown on the plans according to information obtained from utility companies, municipalities, and surveys. The District does not guarantee the accuracy or completeness of this information. The Contractor shall notify J.U.L.I.E. at 800-892-1234 for utility locations at least seventy-two (72) hours prior to the construction start.

- Maximum construction disturbance shall be no greater than 10' beyond excavation edge (or as shown). Contractor is responsible for restoring and turf grass seeding all disturbed areas. This will be incidental to the contract cost.

- Landscape restoration (backfilled excess soil or imported pulverized topsoil (as needed) and turf grass seed) will be required in all disturbed areas alongside paving edges. Contractor is responsible to repair any ruts or damage to any site amenities. Contractor is responsible to repair any damage caused to forest preserve roads.

- The Contractor will have in his possession at all times on the job site, a copy of the plans and specifications during construction.

- The Contractor is required to have a competent superintendent on the project site at all times, irrespective of the amount of work sublet. The Superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, shall be responsible for scheduling and have control of all work as the agent of the Contactor. Failure to comply with this provision will result in a suspension of work.

- All construction and materials shall be in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (current edition).

- Any delays due to weather or material deliveries must be documented and signed off by the District Representative.

- If the method of installation differs from plans/specifications or Contractor disturbance is greater than allowable area shown on plans/specifications, the difference in the method/disturbance shall be incidental to the contract cost.

- Care must be taken to not damage or break the existing edge of forest preserve drive and public roads at point of construction access. Contractor will be responsible to construct an access point from forest preserve drive and public road and/or to secure/protect the edge of the pavement from damage. Contractor is responsible to repair/replace (not patch) any damage to the roadways.

- Excavate area of soil as indicated. Any excess excavation materials (clay, poor soil, rock etc., including those in any undercut areas) will be stockpiled separately on-site, (as directed by a District Representative). The District believes the soil to be contaminant free. Should the soil be contaminated, the Contractor should contact the District. All soils need to be disposed of legally per the EPA regulations. Stockpile approved topsoil separately, only for use in pavement backfilling, in an area designated by a District Representative. Entire site is intended to balance.

- Contractor shall be responsible for proper excavation and separation of materials to avoid comingling materials that will prevent reuse on site. If Contractor is not performing proper care in excavation and separation of materials, he/she will be responsible for removing and disposing of unusable materials off site.

- Backfill all excavated areas with excess topsoil from excavation. Any additional soil needed for backfill must be furnished, imported, pulverized topsoil. Backfill so as to provide a smooth transition into the surrounding grade with a slope no greater than 5:1. All areas will have proper grade for water control and drainage. Prior to seeding, a District Representative must approve imported topsoil and backfilled areas. The Contractor shall furnish additional needed topsoil if required, cost incidental to contract. Restoration with turf grass seed as specified shall be incidental to the operation. Final grading must make drainage work, (i.e. property drainage, no standing water etc.). Location for excess material will be at the direction of the District Representative.

- The Contractor shall maintain free flowing drainage throughout the project site for the duration of the project. Any obstructions shall be temporarily re-graded in order to ensure that proper drainage is maintained.

- Contractor is responsible for adequately blocking off and protecting the driveways and trails off of public or forest preserve roads from the public, and to provide safety to the public. Construction warning signage must be posted at all entrances into the work area during work hours. Construction area must be left in a safe manner at the end of each work day.

- A proof roll of the final excavated subgrade (prior to placement of geotextile fabric) And the final gravel base must be approved by a District Representative.

- Job site must be left in a clean, orderly and secure condition at the end of each workday, including removing all nails and metal/plastic pieces on the ground. Haul away and legally dispose of all trash and debris.

- No excavated areas are to be left open overnight.

- All permanent signage to be provided and installed by District.

- The Bidder must complete the attached worksheet of costs containing all construction elements and material associated with project construction. This includes but is not limited to all potential mobilization, grading, excavation, gravel placement, asphalt pavement, striping, seeding, blanketing etc.

- NOTE: The District will NOT purchase CA-1, CA-6 or limestone screenings for the project. Contractor to provide all stone and gravel products for this project.

CONSTRUCTION PHASES -

1. Install temporary traffic control barriers and signs at entrance road (entry and exit) and on trails so as to prevent any traffic / pedestrians from entering construction site.

2. In areas where asphalt paving is to be removed abutting existing paving, saw cut a clean edge on paving to remain.

3. Prior to paving, the Contractor is responsible to conduct a mandatory proof roll of the final gravel/recycled base surface (prior to asphalt paving) to identify any areas that may need full depth replacement. Any unsuitable area encountered as a result of proof rolling shall be removed and replaced with suitable material. A District Representative must be on site and approve the proof roll

BASE BID - Recycle existing and pave asphalt cart paths:

4. a. Remove asphalt and sub base of indicated section of cart path (2,400 SF). Backfill to match existing grade, seed, and blanket.

   b. Recycle in place existing and install new asphalt cart path (31,270 SY). Contractor to verify depth of asphalt. Any asphalt hauled off must be disposed of properly and legally off site. No outside grindings will be allowed to be brought on site to supplement base materials.

   c. Level, finish grade and compact to minimum depth of 6" (after compaction) recycled gravel base. Any recycled or added gravel base material will be placed in layers not to exceed 4" in thickness and then compacted.

   d. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.

e. All bituminous concrete will be laid in place and compacted at a temperature between 250º - 350º Fahrenheit.

Backfill, seed and blanket:

5. a. Backfill the roadway shoulders and all disturbed areas with pulverized topsoil. (Any additional soil needed for backfill must be Contractor furnished, imported, pulverized topsoil). Backfill so as to provide a smooth transition into the surrounding grade with a slope no greater than 5:1. All areas will have proper grade for water control and drainage. Prior to seeding, a District Representative must approve imported topsoil and backfilled areas.

   The finish grading shall consist of installing clean topsoil over the disturbed areas and preparing the surface of the topsoil to a condition suitable for seeding. This shall include, but not be limited to, the removal of all clods, stones, sticks and debris (larger than 1" diameter), and shall conform to the lines and grades as shown on the plans. Rolling and dragging of the surface shall be made to completion. Contractor is responsible to repair any disturbed areas, grade and seed per specifications, any trench backfill will be compacted to prevent settlement and maintain positive drainage.

   b. Furnish and apply sunny turf grass seed mix (Timothy-33.3% / Orchardgrass-33.3% / Kentucky Bluegrass-33.3%, Seeding Rate=70 lbs./acre and Common Oats=30 lbs./acre for a total 100 lbs./acre), to all disturbed areas. Overseed with annual rye. Seeding must commence within 1 week of the completion of final grading. (Any seed mix not exactly conforming to the furnished list must be approved by a District Representative prior to ordering seed. All seed mix labels must be approved and furnished to District Representative prior to seed bags being opened or seed spread).

   c. After final grading is approved by the District Representative, seeding the area with the approved seed mixture can commence. All seed is to be 100% pure live seed free of weed species. Each bag shall be tagged and labeled as required by Illinois Seed Law. The label shall bear the dealer's guarantee of mixture, year of test within six months of the date of sowing. Seed that has become wet, moldy or otherwise damaged will not be acceptable. Prior to seed dispersal, the District Representative must approve the seed mix; all tags will be collected from the seed bags during the approval process. Seed will be spread evenly over the soil at the dealer's recommended rate of dispersal. Seed will be covered lightly with soil or sand mixture to keep it from shifting as a result of rain/wind.

   d. Install straw erosion control blanket (Nilex BioNet S75BN single net blanket or approved equivalent), to all disturbed/seeded areas. The blanket shall be installed per the manufacturer's specifications, within 24 hours after the area is seeded.

Option "1"- Recycle existing and pave asphalt cart path:

6. a. Additional 2,100 SF recycle in place existing and install new asphalt cart path.

   b. Level, finish grade and compact to minimum depth of 6" (after compaction) recycled gravel base. Any recycled or added gravel base material will be placed in layers not to exceed 4" in thickness and then compacted.

   c. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.

   d. All bituminous concrete will be laid in place and compacted at a temperature between 250º - 350º Fahrenheit.

   e. Backfill, seed, and blanket

Option "2"- Recycle existing and pave asphalt cart path:

6. a. Additional 2,100 SF recycle in place existing and install new asphalt cart path.

   b. Level, finish grade and compact to minimum depth of 6" (after compaction) recycled gravel base. Any recycled or added gravel base material will be placed in layers not to exceed 4" in thickness and then compacted.

   c. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.

   d. All bituminous concrete will be laid in place and compacted at a temperature between 250º - 350º Fahrenheit.

   e. Backfill, seed, and blanket

Note: Re-work any areas, which fail to show a uniform stand of grass/plants. Re-seed with the same mixture applied at the same rate and repeat until all areas are covered with a satisfactory stand of grass. A uniform stand of grass shall be defined as a vigorous growth of grass plants evenly distributed (90% coverage) throughout the entire seeded area. No area larger than one (1) foot void of grass plants will be accepted.

ACCESSIBILITY SPECIFICATIONS –

(If there are conflicts between the improvement plans and these accessibility specifications, the following accessibility specifications will control).

All final construction must meet or exceed the 2010 ADA Standards for Accessible Design

(September 15, 2010) and the Architectural Barriers Act Accessibility Guidelines: Outdoor Developed Areas (September 26, 2013).

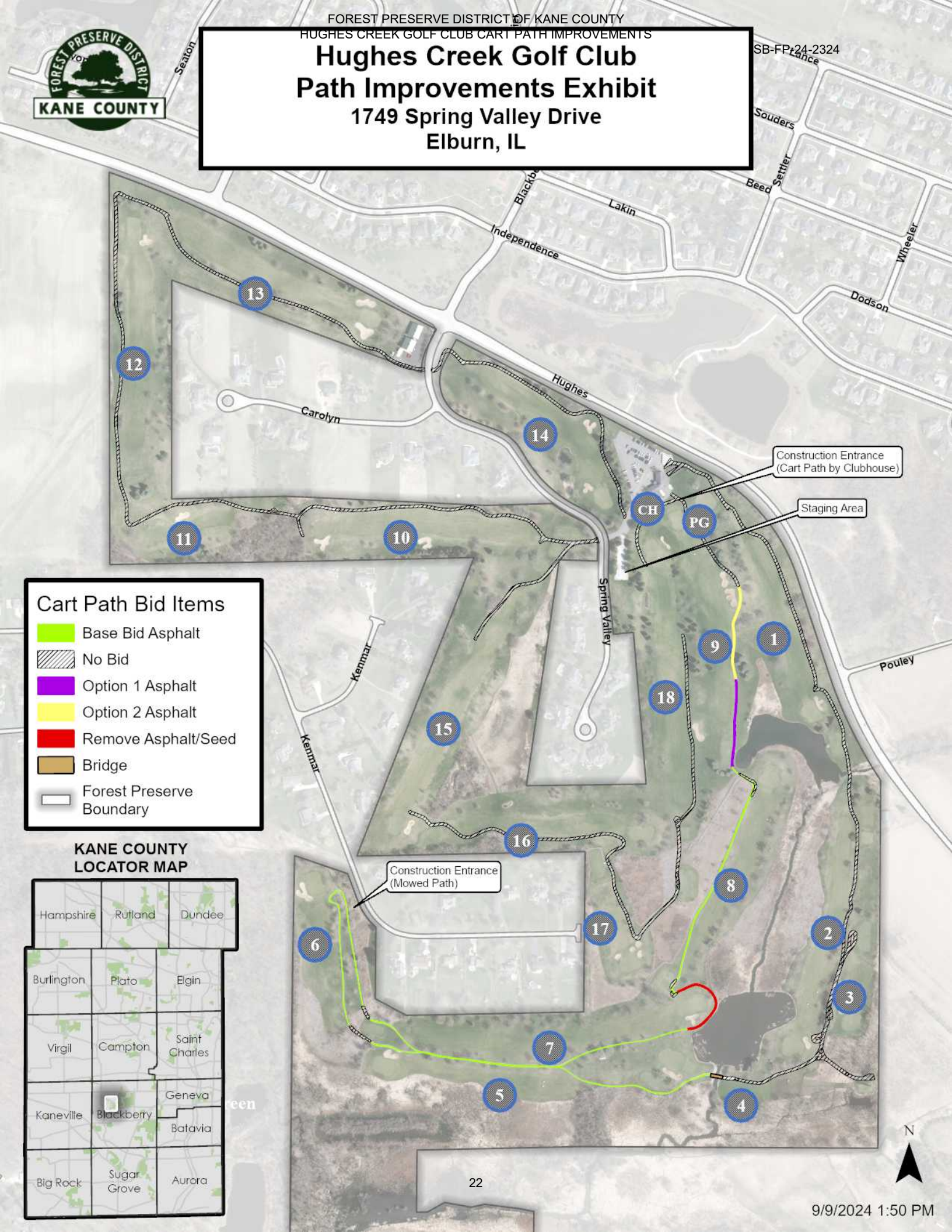
The Contractor is strongly encouraged to use a **2' digital smart level** to measure the slope of the base and/or forms of any accessibility component prior to placing the final surface.

The Owner may use a **2' digital smart level** to measure the slope of any accessibility component during or upon completion of construction. At the Project Manager's discretion, any area with slope exceeding the maximum may be removed and replaced at the Contractor's expense.

Accessible Parking Space – 2% maximum slope in any direction. (Recommended 1.5%).

Accessible Route – The accessible route will have a maximum 5.0% slope in the direction of the route with a maximum 2.0% cross slope. Changes in level up to ¼" may be vertical and without edge treatment. Changes in level between ¼" and ½" shall be beveled with a slope no greater that 1:2. The accessible route shall be stable, firm and slip resistant and may be either sidewalk or pavement.

Hughes Creek Golf Club
Path Improvements Exhibit
1749 Spring Valley Drive
Elburn, IL



Cart Path Bid Items

- Base Bid Asphalt
- No Bid
- Option 1 Asphalt
- Option 2 Asphalt
- Remove Asphalt/Seed
- Bridge
- Forest Preserve Boundary

KANE COUNTY LOCATOR MAP

9/9/2024 1:50 PM

REFERENCES

Please list below references for the most recent past or current projects that your organization has successfully constructed that you feel are most similar in nature to the project for which this bid is being submitted. Bidder must state if projects were completed on time and within budget. Please supply the name, title, and phone number of the Owner's Field Representative who was acting as the Inspector during each project. The District **will** contact all listed references.

1. Project Name _____
   Owner/Agency _____
   Owner's Phone _____
   Project Description _____
   Project Amount _____
   Year Completed _____
   Inspector's Name _____
   Inspector's Title _____
   Inspector's Phone _____
   Project was completed on time (Yes/No). Project was completed within budget (Yes/No).

2. Project Name _____
   Owner/Agency _____
   Owner's Phone _____
   Project Description _____
   Project Amount _____
   Year Completed _____
   Inspector's Name _____
   Inspector's Title _____
   Inspector's Phone _____
   Project was completed on time (Yes/No). Project was completed within budget (Yes/No)

3. Project Name _____
   Owner/Agency _____
   Owner's Phone _____
   Project Description _____
   Project Amount _____
   Year Completed _____
   Inspector's Name _____
   Inspector's Title _____
   Inspector's Phone _____
   Project was completed on time (Yes/No). Project was completed within budget (Yes/No).

4. Project Name _____
   Owner/Agency _____
   Owner's Phone _____
   Project Description _____
   Project Amount _____
   Year Completed _____
   Inspector's Name _____
   Inspector's Title _____
   Inspector's Phone _____
   Project was completed on time (Yes/No). Project was completed within budget (Yes/No).

5 Project Name _____
   Owner/Agency _____
   Owner's Phone _____
   Project Description _____
   Project Amount _____
   Year Completed _____
   Inspector's Name _____
   Inspector's Title _____
   Inspector's Phone _____
   Project was completed on time (Yes/No). Project was completed within budget (Yes/No)

SUB-CONTRACTORS

The listed Sub-contractors will perform the work indicated herein:

1. Sub-Contractor

   _____

   Work Performed_____

2. Sub-Contractor

   _____

   Work Performed_____

3. Sub-Contractor

   _____

   Work Performed_____

4. Sub-Contractor

   _____

   Work Performed_____

APPLICATION FOR PAYMENT FORM

Project Name: **Date**

Contractor_____ Payment Application #_____

Period from_____ Change Orders # _____

1	2	3	4	5	6	7
Contractor Work/material Contracted For	**Adjusted Total Contract Including Change Orders**	**Work Completed & Materials Stored (% & $)**	**Total Retained Including This Application**	**Previously Paid**	**Net Amount Now Due Col 3 – Col 4 & 5**	**Balance Become Due Col 2 – Col 5 & 6**

Amount of Original Contract $ _____ Work Completed (Col 3) $_____

Extras to Contract $_____ Total Retained (Col 4) $_____

Total Contract & Extras $_____ ___ Net Amt Earned (Col 3 Col 4) $_____

Credits to Contract $_____ Previously Paid (Col 5) $_____

Adjusted Total Contract $_____ Net Amount Due (Col 7) $_____

Sworn Statement for Contractor

_____

Date_____

PREVAILING WAGE

RATES

WHEREAS, it is the policy of the State of Illinois as declared in ** Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.)** regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works@ approved June 26, 1941, that a wage of no less that the general prevailing hourly wage rate as paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

The current Illinois Department of Labor Prevailing Wage Rates for the Forest Preserve District of Kane County effective August 15, 2024 is available online https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are always available at the Forest Preserve District Offices, 1996 S. Kirk Road, Suite 320, Geneva, Illinois.

The undersigned hereby agrees to pay the current Illinois Prevailing Wage Rates for any and all projects worked on for the Forest Preserve District.

_____
Signature of Officer of Company

_____
Title

_____
Date

SUBSTANCE ABUSE PREVENTION FORM

WHEREAS, it is the policy of the State of Illinois as declared in Substance Abuse Prevention and Public Works Project Act **(**Act 095-0635**)** program act for laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works@ approved January 1, 2008, that all contractors or sub-contractors must have a substance abuse prevention program in place for all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works.

The undersigned hereby acknowledges and attaches a copy of their Substance Abuse Prevention Program.

_____
Company Name

_____
Signature of Officer of Company

_____
Title

_____
Date

BID FORM PART 1

The undersigned, as Contractor, declares that he/she has fully examined the proposed form of Bid and Specifications for the above designated project, all of which are attached hereto and on file in the Administrative Office of the Forest Preserve District of Kane County located at 1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134 and all other documents referred to or mentioned in the Bid Documents, including Addenda No. _____, _____, and _____ issued thereto;

Further, he/she proposes and agrees if this bid proposal is accepted by the District, to execute and fully perform the work required under this Document.

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

   A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
   B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

Name_____ Signature_____

Title_____

Company_____

Address_____

Phone # _____ Fax # _____

EMail_____

Federal I.D./Social Security # _____ Date _____

BID FORM AFFIDAVIT / CERTIFICATION
PART II

State of _____)

County of _____)

The undersigned being duly sworn certifies that he/she is (complete one of the following):

a. Sole Proprietor of _____
(Name of firm)

b. A Partner of the Partnership d/b/a _____
(Name of Partnership)

c. An Officer of _____
(Name of Corporation)

d. The Manager of _____
(Name of Limited Liability Company)

Hereinafter called the Bidder and that; if Bidder is an entity described above, the following names and titles are true and correct as of the date hereof:

_____ _____
(President or Partner or Member) (Vice President or Partner or Member)

_____ _____
(Secretary or Partner or Member) (Treasurer or Partner or Member)

Federal I.D./Social Security No. _____

The undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the organizational documents of the Bidder and the laws of the State of Illinois and that this certification is binding upon the Bidder and is true and accurate. Further the undersigned certifies that the Bidder is not barred from bidding on this project as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid-rigging or bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this Bid proposal from the Contract Documents and that the statements contained herein are true and correct and that this proposal is made without collusion with any other person, firm or corporation.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were unanimously adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

_____
Signature and Title

CORPORATE SEAL (if available)

_____
Business Address

_____
City and State

_____
Phone

_____
Fax

Subscribed and Sworn to before me this _____ day of _____ AD, 2024.

_____ My Commission Expires: _____
Notary Pub

BID FORM PART lll
BID PROPOSAL

DATE: *9/12/24*

PROJECT	**Hughes Creek Cart Path Improvement Project**
WORKSHEET	**Contractor Name:**

Base Bid

Item	Quantity	Units	Unit Price	Item Price
HMA Pavement Pulverizing / Compacting (in place). Minimum 6" depth throughout pulv. Are, add CA-6 to meet minimum	31,270	SF		
HMA Asphalt Surface 2" thick	31,270	SF		
Remove asphalt and base, install minimum 6" pulverized topsoil	2,400	SF		
Backfill/Seeding- Turf Grass (5' shoulder/all disturbed areas)	1	LS		
Erosion control blanket	1	LS		
ALLOWANCE- Overdig Excavation for Unsuitable soils- 12" deep & Install CA-6 Aggregate subbase 12" thick (incl fabric)	100	SF		
			Base Bid	

Option "1"

Item	Quantity	Units	Unit Price	Item Price
HMA Pavement Pulverizing / Compacting (in place). Minimum 6" depth throughout pulv. Are, add CA-6 to meet minimum	2,1000	SF		
HMA Asphalt Surface 2" thick	2,100	SF		
Backfill/Seeding- Turf Grass (5' shoulder/all disturbed areas)	1	LS		
Erosion control blanket	1	LS		
			Option "1"	

Option "2"

Item	Quantity	Units	Unit Price	Item Price
HMA Pavement Pulverizing / Compacting (in place). Minimum 6" depth throughout pulv. Are, add CA-6 to meet minimum	2,1000	SF		
HMA Asphalt Surface 2" thick	2,100	SF		
Backfill/Seeding- Turf Grass (5' shoulder/all disturbed areas)	1	LS		
Erosion control blanket	1	LS		
			Option "2"	

TOTAL BID BASE + OPTION 1 +OPTION 2	$_____

THE BID WILL BE AWARDED TO THE LOWEST, MOST RESPONSIVE, RESPONSIBLE BIDDER OF THE TOTAL BASE BID + OPTION 1 + OPTION 2. THE OPTIONS WILL BE AWARDED ONLY IF WITHIN DISTRICT'S BUDGET. ALL MATERIALS, LABOR, PERMIT AND MACHINERY WILL BE INCLUDED IN THE TOTAL BASE BID. ANY EXCEPTIONS MUST BE PRESENTED AT TIME OF SUBMITTAL. DISTRICT RESERVES THE RIGHT TO CANCEL BID FOR ANY REASON.

1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134

CONTRACT DRAFT

This agreement, made this__h day of Month, 2024 between the Forest Preserve District of Kane County, Geneva, Illinois, hereinafter referred to as "District" and Contractor, hereinafter referred to as "Contractor."

W I T N E S S E T H

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

TERMS AND CONDITIONS

Section I - Contract Documents

The contract documents consist of this document ("the Contract"), the project scope, request for bid, or request for proposal issued by the District dated Month XX, 2024 (the "Project Scope"), and the completed proposal packet, including the completed bid form, any addenda thereto and executed resolution (if applicable), (collectively the "Contract Documents"). These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either party to the other that is not contained therein shall be binding. The terms or conditions of this contract may not be modified, except in writing signed by all the parties.

Section II - Contract Work

The Contractor shall provide the materials and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents (hereinafter the Work is also sometimes called the "Project").

Section III - Date of Commencement and Final Completion.

The Work shall commence upon issuance of Notice to Proceed, expected to be released in Month 2024.

The Contractor shall be completed with the work by Month XX, 2024.

Time is of the essence for all matters concerning this Contract

Section IV - Contract Sum

The District agrees to pay the Contractor for the performance of the Contract Work the sum of dollar amount in words **($X,XXX.XX)**. Payment shall be made to the Contractor by the District only after the Contractor has fully performed the Contract Work.

Section V - Additional Terms

1. The contractor, subcontractors, and suppliers shall perform all work required for the Project in a good and workmanlike manner.
2. To the extent that the Project is a public work within the definition of the Prevailing Wage Act(820 ILCS 130/.01 et seq, the "PWA"), Contractor shall fully comply with the PWA, including paying and requiring every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the PWA. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the District. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
3. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, the Substance Abuse Prevention of Public Works Act, and traffic and public utility regulations.
4. Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.

5. Any and all documents and improvements subject to this agreement are, at all times, property of the District.
6. Contractor will be required to file a written substance abuse prevention program with the District for the prevention of substance abuse among its employees prior to the commencement of work.
7. Contractor shall provide a Letter of Credit or Performance Bond and Labor & Materials Payment Bond, payable to the District, for not less than one hundred (100%) percent of the contract amount will be required prior to beginning construction, and such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act.
8. Contractor shall submit a Certificate of Insurance complying with the terms, per the Project Scope dated Month XX, 2024 prior to mobilization.

Section VI - Insurance

Contractor and Sub Contractors to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the Forest Preserve District of Kane County issued by a company licensed with and by the State of Illinois, and containing:

Commercial General and Umbrella Liability Insurance

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

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

Owner 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. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

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 $2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, 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, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

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

If 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 Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

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

All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any 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(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required upon award of contract.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's 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.

F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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. Including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Section VII - Assignment

This Contract is non-assignable in whole or in part by either party, and an assignment shall be void without the prior written consent of the District, whose consent shall not be unreasonably withheld

Section VIII - Contractor Status

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

Section IX - Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X - Compliance with Freedom of Information Act

Contractor agrees to maintain, without charge to the District, all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this Contract shall be filed in the Sixteenth Judicial Circuit, Kane County, Illinois, but only after exhausting all possible

administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contract, its successors or assigns, against the District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

FOREST PRESERVE DISTRICT OF KANE COUNTY

BY: _____ By: _____
Benjamin Haberthur, Executive Director David Petschke, Chief Financial Officer

CONTRACTOR

By: _____