



March 2, 2023

Dear Contractor:

The Warrenville Park District would like you to submit a bid for the provision and installation of (1) 100KW Natural Gas Powered Generator and Automatic Transfer Switch. If interested, please submit a business card or call with a valid phone and fax number for the purpose of possible addenda to the bid.

The Warrenville Park District will accept bids until 11:00AM on March 16, 2023, with the bid opening immediately following. The proposal form shall be submitted in a sealed envelope marked "**SEALED BID: Recreation Center Back-up Generator**" to the Warrenville Park District, 3S260 Warren Ave., Warrenville, IL 60555, ATTENTION: SECRETARY OF THE BOARD."

The Warrenville Park District Board of Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder. Bids shall not include Federal Excise Tax or State Sales Tax. An Exemption Certificate can be furnished by the park district upon request.

If you have any questions, please contact me at (630) 885-8542, no less than three working days before the bids are due. Thank you.

Respectfully,

Gregg Ireland
Superintendent of Parks and Facilities



LEGAL NOTICE

Notice is hereby given to Contractors that the Warrenville Park District will be receiving sealed bids for Recreation Center Back-up Generator.

Each bid must be placed in a sealed envelope marked "**SEALED BID: Recreation Center Back-up Generator**" and addressed to the Warrenville Park District, 3S260 Warren Ave., Warrenville IL, 60555, **Attention: Secretary of the Board**. Bids will be received until 11:00 AM on March 16, 2023 and opened at 3S260 Warren Ave., Warrenville IL, 60555.

The Board of Commissioners, Warrenville Park District, Warrenville, Illinois, reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder. Bids shall not include federal excise tax or state sales tax. An Exemption Certificate will be furnished by the park district on request of the bidder.

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

The contractor(s) selected will also be required to comply with all federal, state and local laws, rules, regulations and executive orders pertaining to equal employment opportunity.

By order of the Board of Commissioners of the Warrenville Park District.

Tim Reinbold
Secretary

Contractual/Installation
WARRENVILLE PARK DISTRICT
3S260 Warren Ave.
Warrenville, IL 60555
630-393-7279

PROJECT NAME: Recreation Center Back-up Generator

DATE: 03/02/2023

INSTRUCTIONS TO BIDDERS

The Warrenville Park District and Owner are one and the same. The Owner's representative or Project Manager, Gregg Ireland, can be contacted at the Warrenville Park District, 3S260 Warren Ave., Warrenville, Illinois, 60555, (630) 885-8542.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the contract for the performance of the work covered by the written specifications and drawings, and his/her legal representatives or authorized agents.

I. EXAMINATION OF SITE, SPECIFICATIONS

Each Bidder shall visit the site of the proposed work and fully acquaint himself/herself with conditions, as they exist, so that he/she may fully understand the facilities, difficulties and restrictions attending the execution under the contract. Bidder shall thoroughly examine and be familiar with the written specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or to visit the site, and acquaint himself/herself with conditions there existing shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees and warrants that he/she has examined the site, and written specifications, and where the specifications require in any part of the work, that a given result be produced, that the specifications are adequate and the required result can be produced under the specifications.

Any discrepancies found between the written specifications and site conditions, or any errors, omissions or ambiguities in the written specifications shall be immediately reported to the Project Manager.

II. REQUIREMENTS OF BIDDERS

The Contractor bidding these projects shall be actively engaged in work of the nature of the project described. He/she must be able to show that he/she has adequate laborers and materials to do the work outlined in these specifications, and to perform the work within the specified time limit.

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

On a separate sheet, list all construction projects your organization has completed in the past two years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and date of completion.

On a separate sheet, list all litigation filed by or against Bidder in the past five (5) years, including the name and case number, jurisdiction of the court, and a summary of each case.

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.

III. PLANS AND SPECIFICATIONS

Written specifications may be obtained at the Warrenville Park District Recreation Center, 3S260 Warren Ave., Warrenville, Illinois, 60555 during regular business hours, 9:00 A.M. – 5:00 P.M., Monday through Friday and on the Warrenville Park Districts website at www.warrenvilleparks.org.

IV. PROPOSAL FORM

Bidder shall use the proposal form provided, which shall be filled out completely in ink, and in DUPLICATE, and returned in a sealed envelope marked **"SEALED BID: Recreation Center Back-up Generator"** the name of the bidder, date and time of opening, and address it to the Warrenville Park District, 3S260 Warren Ave., Warrenville, Illinois, 60555, **ATTENTION: SECRETARY OF THE BOARD**. Bids shall be received on or before 11:00AM on 03/16/2023 with the bid opening immediately following at the Warrenville Park District Recreation Center, 3S260 Warren Ave., Warrenville, Illinois, 60555.

V. ACCEPTANCE OR REJECTION OF BIDS

Bidder shall keep its bid open for at least ninety (90) days after submission. The Board of Park Commissioners of the Warrenville Park District will accept or reject bids within forty-five (45) days after analysis of the proposals. The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all bids which are separately set forth on the bid proposal form and reject others, as the Owner shall in its sole discretion determine to be in its best interests; and/or (4) award the contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted bid proposal form. The successful Bidder so selected may not refuse to enter into a contract with the Owner on the basis that the Owner awarded a contract for less than all portions or items of the work specified in the bid documents. The Board of Park Commissioners reserves the right to waive any technicalities.

VI. SURETY

An amount equal to 10% of the bid price in the form of a bid bond, certified check, or cashier's check made payable to "Treasurer, Warrenville Park District" shall accompany each bid. Rejected Bidders' bid surety will be returned after the decision to accept or reject bids by the Board of Park Commissioners of the Warrenville Park District. The accepted Bidder's surety shall be returned upon receipt of an acceptable Performance Bond, Labor and Materials/Payment Bond, Warranty or Maintenance Bond and a certificate of insurance naming the Warrenville Park District as the certificate holder and as additional insured. The accepted Bidder shall furnish prior to beginning work a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the contract, using a form similar to the AIA-A311 form, or one acceptable to Owner, cosigned by a surety company with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. All bonds must include such provision as will guarantee the faithful performance of the prevailing wage clause under paragraph IX below.

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 within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Warrenville Park District may grant, shall constitute a default, and the Warrenville 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.

Types of Bonds, Their Definitions and Their Amounts

Bid Bond - Guarantees the bidder will enter into the contract, if awarded, at the price quoted. 10% of the bid price.

Performance Bond - Guarantees the contractor will perform all obligations of the contract. 110% of the contract amount.

Labor and Materials/Payment Bond - Guarantees the contractor will pay bills submitted by suppliers of labor/materials and sub-contractors. 110% of the contract amount.

GENERAL REQUIREMENTS

I. LAYOUT OF WORK

The Contractor shall locate existing utilities in the areas of work before beginning the work and shall provide adequate protection of all utilities necessary to prevent damage to the utilities.

Should uncharted or incorrectly charted piping or other utilities be encountered during construction, the Contractor shall consult the Project Manager immediately for directions as to procedure for correcting the problem. The Contractor shall cooperate with the Owner, other contractors, and public and private utility companies in keeping their respective services and facilities in operation. The Contractor shall repair damages to utilities resulting from the performance of work under the contract.

The Contractor shall not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Project Manager and then only after acceptable temporary utility services have been provided.

The Owner shall delineate in the field access routes to the construction site(s) to be used by the Contractor.

II. QUALITY OF MATERIALS

All materials specified are to be new, clean, and free from defects. Where the product, material, or equipment of a particular manufacturer is specified, it is intended that the proposal submitted by the Contractor include that particular product, material, or equipment.

All other materials, not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the Project Manager.

Any questions shall be directed to the Project Manager, no less than five (5) working days before bids are due.

III. ELECTRICAL POWER, WATER AND STORAGE

If presently available at the site, the Owner shall furnish electrical power and water. The Contractor shall bear the cost of hook-up and removal of temporary lines or piping that may be required. The Owner will allow for reasonable product and equipment storage at the construction site. The Owner shall assume no responsibility for damage or loss incurred by the Contractor for materials or equipment while stored or located upon the premises of the Owner.

IV. PROTECTION OF THE ENVIRONMENT

The Contractor shall erect and maintain barricades, canopies, guards, warning lights, erosion control fabric and signs to the extent required by the Owner for the protection of the public, and to prevent damage to existing site amenities, turf, trees/shrubs, pavement, etc.

V. PROTECTION OF THE WORK

It is the responsibility of the Contractor to adequately protect his work from vandalism, weather, and accidental damage until the work is accepted by the Owner. The Contractor shall bear the cost of repairing or replacing any damaged work.

VI. PROTECTION OF PROPERTY AND CLEAN-UP

The Contractor shall be responsible for protection and safeguarding private and public property throughout the construction period. The Contractor shall leave the site clean and free from debris during the work, upon completion, and before acceptance and final payment is made. Concrete, asphalt, excess excavated materials, and trash shall be disposed of legally/properly off-site by the Contractor. The Contractor shall be responsible for repairing, to the Owner's satisfaction, any damage to existing turf, trees/shrubs, paved areas, caused by his/her negligence or as a result of his/her actions.

VII. PERMITS AND CODE REQUIREMENTS

The Owner shall investigate and obtain necessary local permits when required except where indicated within the specifications. The Contractor shall meet all pertinent local codes as deemed necessary during the project.

VIII. COORDINATION OF WORK AND ASSIGNMENT OF RESPONSIBILITY

The Contractor shall not assign the contract or any part thereof without written consent of the Owner, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Owner. Nothing contained in contract documents shall create any contractual relation between any subcontractor and the Owner.

The Contractor is responsible for coordinating his/her work with any subcontractors that may be involved in the project.

In all cases, work shall be coordinated with other trades involved in the project(s). The Contractor shall assume total responsibility for work outlined in the Scope of this Project. Any deficiencies in work by others which should jeopardize the quality of his/her work as outlined in this specification shall be brought to the attention of the Owner BEFORE work commences. Upon commencement of work, the Contractor has in effect, certified that all work done by others meets with his/her approval and shall have no bearing upon his/her portion of the project.

The Owner shall have authority to coordinate the timing on the various projects between the involved Contractors. Contractor shall submit his/her proposal, and enter into a contract, cognizant of the fact that work may be subject to Owner's timing directions. Contractor, upon reasonable notice, shall return to whichever job site is ready for his/her trade at that particular time, until all work covered in the contract is satisfactorily completed.

IX. LAWS, STANDARDS, AND CERTIFICATIONS

The Contractor 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 Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and

shall in no way extend to or expose the Owner to liability and the Contractor 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 said ordinances and rules and regulations are hereby made a part of these specifications.

All workmanship and materials shall further comply with any applicable standards, specifications and tests of technical societies, organizations and governmental bodies, which may include, but are not limited to:

ASTM: American Society for Testing and Materials

AASHTO: American Association of State Highway Officials (Tests of Specifications)

State of Illinois - Department of Transportation, Springfield: Standard Specifications for Road and Bridge Construction, Current edition.

ACI: American Concrete Institute

BOCA: Book of Basic Building Codes, Current edition

Standard Specifications for water and sewer main construction in Illinois, current edition.

PREVAILING WAGE ACT: In all work performed under this Contract the Contractor and all of its subcontractors shall comply with the provisions of the *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.*, which requires all of the following:

Wages and Rates: The Contractor shall pay not less than the rates of wages prevailing in the District, as determined by the Illinois Department of Labor for public works projects in DuPage County, to all laborers, mechanics and workers performing any work under this contract. The Contractor shall require all of its subcontractors to comply with this requirement, which shall be incorporated into each subcontract, into the project specifications for each subcontract, into each lower-tiered subcontract, and into the project specifications for each lower-tiered subcontract for all or any portion of the work.

All Contractor's bonds shall include such provision as will guarantee the faithful performance of the prevailing wage obligations under the contract and bid specifications.

Records: Pursuant to Section 5 of the *Prevailing Wage Act*, 820 ILCS 130/5 (as amended **effective August 10, 2005**), each Contractor and subcontractor shall submit to the Owner a monthly certified payroll. The certified payroll must consist of a complete copy of records of all laborers, mechanics and other workers employed by the Contractor/subcontractor on the project, including: each worker's name, address, telephone number when available, social security number, classification(s), hourly wages, and number of hours worked each day. The certified payroll must also be accompanied by a statement signed by the Contractor/subcontractor declaring that the records are true and accurate, the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the *Prevailing Wage Act*, and the Contractor/subcontractor is aware that filing a certified payroll that he or she **knows to be false** is a Class B misdemeanor.

Upon seven business days' notice, the Contractor and each subcontractor must make available for inspection at all reasonable hours by the Owner or its officers and agents all of the records identified above and also the starting and ending times of work each day for each worker employed on the project by the Contractor/subcontractor.

Contractor's Responsibility for Prevailing Wage Rate Revisions: Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor. Updates of the prevailing wage rates are available at the DuPage County Government Center, 421 County Farm Road, Wheaton, Illinois 60187, and online at <http://www.state.il.us/agency/idol/rates/rates.HTM>. As required by the *Prevailing Wage Act*, any and all such revisions supersede the Owner's determination. Bidders/Contractors and subcontractors performing work on this project are responsible for determining the applicable prevailing wage rate 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.

EQUAL EMPLOYMENT OPPORTUNITY: The Bidder/Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*), including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Bidder/Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. 12101 *et seq.*, and rules and regulations promulgated thereunder. As required by Illinois law, in the event of the Bidder's/Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder/Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Bidder/Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, 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 affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5) That it will submit reports as required by the Department's Rules, 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 the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the 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 Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS WORKERS: The Contractor shall comply with all requirements of the *Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, to the extent such Act is applicable.

CERTIFICATIONS: The Bidder shall complete the Certification that Contractor Is Not Barred From Public Contracting Due to Bid-Rigging or Bid Rotating Convictions, Contractor Certification, and Equal Employment Opportunity Affidavit of Compliance forms attached to Proposal form. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its subcontractors on the project. The Contractor shall not knowingly employ any person on the project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-6, 11-9, 11-14, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-21, 12-13, 12-14, 12-14.1, 12-15, and 12-16 of the Criminal Code; (ii) (ii) those defined in the Cannabis Control Act, except those defined in

Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

X. COMPLETION DATE

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner.

"Force Majeure-In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in place orders issued by a governmental authority, such party, then the performance of such act shall be excused for the period of such delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay."

PROJECT: Recreation Center Back-up Generator

BID DUE DATE: 11:00 AM , March 16, 2023

STARTING DATE: **Upon approval by the Park District Board of Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Warrenville Park District as the certificate holder and as additional insured.**

COMPLETION DATE: **April 30, 2023**

XI. CHANGE ORDERS

Minor field changes to facilitate ease of construction in the best interest of the Owner may be made in the field by the Owner's Project Manager, with the understanding of both parties that no change in contract price is involved.

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the contract time, or (iii) material change in the work (i.e., other than minor field changes) a written change order shall be prepared by the Contractor. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of **the Director (Secretary of the Board) of the Warrenville Park District**, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or

the change is germane to the original contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

XII. PAYMENT

Payment will be made in full upon completion of the project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted within the first week of the month.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.* **Payments are mailed out the third Friday of every month. No payment will be processed without all proper documentation.**

XIII. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance 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 \$1,000,000 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.

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 \$1,000,000 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 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 of \$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 the 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 above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that 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 Owner and the Architect 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, 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.

XIV. GUARANTEE

Except as otherwise specified, the Contractor shall guarantee workmanship and materials for a period of one (1) year for all other items from date of final acceptance by the Owner. The work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

If the Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

SCOPE OF WORK – Recreation Center Back-up Generator

The work under the contract will include, but is not limited to, furnishing the necessary labor, materials, supplies, and equipment to complete the following work.

Description: Generator to be located on NW corner of Recreation Center next to the electrical CT/Meter cabinet. Purchase and install (1) 100KW natural gas-powered generator and automatic transfer switch. Provide gas and electrical hookups.

Coordinate power shutdown with ComEd.

Concrete pad installation and landscape removal by Warrenville Park District.

All work to be performed during normal working hours Monday thru Friday 7 AM – 5 PM.

**PROPOSAL FOR RECREATION CENTER BACK-UP GENERATOR
TO THE BOARD OF COMMISSIONERS
WARRENVILLE PARK DISTRICT, WARRENVILLE, ILLINOIS**

- A. The undersigned, as a Bidder, declares that he/she has carefully examined the proposed construction site, and written specifications and that he/she is thoroughly familiar therewith.
- B. All Subcontractors to be included have been listed on this proposal by registered company name, address, phone number and work to be executed.
- C. All modifications have been submitted with this proposal.
- D. The undersigned has checked carefully the proposal figures and understands that he/she shall be responsible for any errors or omissions based on these specifications or alternates as submitted on the bid form.
- E. It is understood and agreed that the Warrenville Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work if it be in the best public interest, and to waive any technicalities.
- F. The undersigned declares that this bid is made without connection with any person making another bid for the same contract and that the bid is in all respects fair and without collusion or fraud.
- G. The undersigned agrees to abide by the Equal Employment Opportunity Clause as set forth in the general conditions and further, to pay all personnel at the appropriate job classification level the prevailing wage rates for DuPage County as determined by the Illinois Department of Labor and the Illinois Prevailing Wage Act.
- H. In submitting this bid, the undersigned agrees that the Contractor shall have full responsibility for coordinating, expediting, managing payment requests, and administering the project and subcontractors.
- I. The Bidder has submitted, in order to be considered eligible for this job, a list of all projects/services for which he/she has completed similar work the past two years, all projects/services he/she has in progress at this time, all litigation filed by or against Bidder in the past five (5) years, and all instances in which Bidder was rejected for not being a responsible bidder.
- J. The Bidder has submitted with this proposal a bond equal to 10% of the total bid and a signed Contractor Agreement.

**PROPOSAL TO THE BOARD OF PARK COMMISSIONERS, WARRENVILLE PARK
DISTRICT, WARRENVILLE, IL 60555 FOR THE CONSTRUCTION OF
RECREATION CENTER BACK-UP GENERATOR**

The undersigned Bidder agrees that should this proposal be accepted by the Owner, he/she will be bound to the Warrenville Park District Board of Park Commissioners to furnish all labor, materials, tools and equipment, and perform all work necessary for the Warrenville Park District to complete the construction of all items detailed in the written specifications for the amounts set forth as follows (please complete in ink or type):

_____	<u>Total</u>
_____	<u>Cost</u>
Base Bid:	
Purchase and installation of (1) 100kw natural gas-powered generator and automatic transfer switch	_____
 <u>Protection of Work:</u> Provision of barricades and other precautionary measures to protect work, work area and pedestrians	_____
Total	_____

COMPANY NAME: _____

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as the maker of this proposal is as follows: (Please complete in ink and print or type.)

COMPANY NAME:					
NAME OF BIDDER <i>(please print):</i>					
TITLE:					
ADDRESS OF BIDDER:					
CITY, STATE and ZIP:		FAX NUMBER:			
PHONE NUMBER:		E-MAIL:			
CELL PHONE NUMBER:					
DATED THIS		DAY OF		20	
SIGNATURE:					

PROJECT: Recreation Center Back-up Generator

SUB-CONTRACTORS:

1.	Company Name:			
	Trade:		Phone:	
	Contact:			
2.	Company Name:			
	Trade:		Phone:	
	Contact:			
3.	Company Name:			
	Trade:		Phone:	
	Contact:			
4.	Company Name:			
	Trade:		Phone:	
	Contact:			

REFERENCES:

1.	Project Name:			
	Date:		Phone:	
	Contact:			
2.	Project Name:			
	Date:		Phone:	
	Contact:			
3.	Project Name:			
	Date:		Phone:	
	Contact:			
4.	Project Name:			
	Date:		Phone:	
	Contact:			

Project: Recreation Center Back-up Generator

OWNER:

**Warrenville Park District
3S260 Warren Ave.
Warrenville, IL 60555**

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on any public contract (720 ILCS 5/33E-4 & 720 ILCS 5/33E-3); and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

(Individual, firm, corporation, or other entity) is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned agrees to notify the Owner, in writing, within seven (7) days of any such conviction, if it occurs during any bidding process term or otherwise prior to entering into any contract therewith.

DATE: _____ BY: _____

ATTEST: _____

Subscribed & sworn to before me

this day of , 2023

Notary Public

Project: Recreation Center Back-up Generator

OWNER:

**Warrenville Park District
3S260 Warren Ave.
Warrenville, IL 60555**

CONTRACTOR CERTIFICATION

Contractor certifies that no owner, shareholder, officer, director or employee of the Contractor is related by blood or marriage to any Park Commissioner, officer, or employee of the Wheaton Park District, except as listed below:

The undersigned certifies that he/she is a duly authorized agent of the contractor submitting the attached bid to the Wheaton Park District, and that said Contractor is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois *Criminal Code*.

Failure to (i) execute said certification, or (ii) to list all information requested above, or (iii) to make a truthful certification may result in disqualification of Bidder or, if the Contractor has been awarded the contract, cancellation of said contract at any time and such other and additional remedies at law and/or in equity as the Park District may have against the Contractor caused by such unexecuted, incomplete or false certification.

Signed this day of , 2023

By: _____

Title: _____

Address: _____

Subscribed & sworn to before me

this day of , 2023

Notary Public

Project: Recreation Center Back-up Generator

OWNER:

**Warrenville Park District
3S260 Warren Ave
Warrenville, IL 60555**

**STATE OF ILLINOIS
COUNTY OF DUPAGE**

EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS CAN BE ACCEPTED BY THE OWNER UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

I, _____ (name of person making the affidavit), being first duly sworn, deposes and says that he/she is the _____ (title or office) of _____ and that he/she has authority to make the following affidavit; that he/she has knowledge of the Owner's requirements relating to Equal Employment Opportunity and knows and understands the contents thereof; that he/she certifies that _____ (name of company) is an "equal opportunity employer" as defined by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated (42 U.S.C.A. 2000e) and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.

Signed this _____ day of _____, 2023

By:

Title:

Address:

Subscribed and sworn to before me

this _____ day of _____, 2023

Notary Public

**ORIG. PRINTING
OCTOBER 1985**

**COMMERCIAL LIABILITY
CGL -- ENDORSEMENTS**

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**AMENDMENT - AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE PART.

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.

CG 25 03 11 85

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**ORIG. PRINTING
AUGUST 1995**

**CONTRACTUAL RISK TRANSFER
INSURANCE FORMS**

**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.

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