



Bid Request
for
Knox Park Playground Equipment and Installation Contract 2021

BID OPENING: Thursday, August 5, 2021 - 11:00 a.m. local time

Ela Township
1155 East Route 22, Lake Zurich, Illinois 60047

NOTICE TO BIDDERS

Bid for

Knox Park Playground Equipment and Installation Contract 2021

Sealed bids will be received until 11:00 a.m. on Thursday, August 5, 2021 at Ela Town Hall, 1155 East Route 22, Lake Zurich, Illinois 60047, in a separate, sealed envelope please submit bid clearly marked **“Sealed Bid for Knox Park Playground Equipment and Installation Contract 2021”**.

Plans and/or specifications may be obtained from Ela Township, 1155 East Route 22, Lake Zurich, Illinois 60047.

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees. Bids will be held without right of withdrawal until August 12, 2021 @ 7:00 p.m. and/or when it is anticipated that the Board will be acting on the bid. Results of the Board decision are planned to be posted on the Ela Township website <https://elatownship.org/departments/bids/> within 1 week following Board approval.

Bidders shall include with their bid, on a separate attachment to the bid, the names of three (3) references regarding their qualifications by experience, ability, personnel and equipment to perform the services required by the bid specifications. The references must include company name, address, contact person and telephone number. Ela Township reserves the right to reject bids not accompanied by the required references.

Any Bid submitted unsealed, unsigned, sent via email or fax or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Township reserves the right in its sole discretion, to reject any and all bids or parts thereof, to waive any irregularities technicalities and informalities in bid procedures and to award the contract in a manner best serving the interests of the Township.

Township Manager
William Stefaniuk

Knox Park Playground Equipment and Installation Contract 2021

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**ELA TOWNSHIP
KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION
CONTRACT 2021
BID PACKET**

Ela Township is seeking proposals for its:

KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT FOR 2021

PROJECT SCOPE

The Contractor shall provide, at a minimum, the following work:

Playbooster Model equipment (as listed) or comparable playground equipment at Knox Park, 1155 East Route 22, Lake Zurich, IL 60047. Installation is to be scheduled at a mutual agreed time between the Township and vendor. A recommended site visit to survey the playground area can be scheduled by contacting Will Stefaniuk, Township Manager at 847-438-7823.

Playground Equipment, Installation and Cleanup Requirements:

1. Vendor is responsible for location of underground utility connections before breaking ground.
2. Vendor must coordinate installation as per the direction of the Township, including any remaining equipment relocation/adjustments (recommended and performed by the vendor) and complete work with no additional cost.
3. Vendor must transport and handle products in accordance with manufacturer's instructions.
4. Vendor must inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
5. Vendor must provide personnel to appropriately handle products to prevent soiling and damage.
6. Vendor must store products in accordance with manufacturer's instructions to prevent damage and deterioration and store with seals and labels intact and legible.
7. Vendor must inspect the site and verify that existing site conditions and substrate surfaces are acceptable for structural support and all subsequent work.
8. Vendor must prepare surfaces and remove unsuitable materials to provide for proper installation.
9. Vendor must clean substrate surfaces prior to applying next material or substance.
10. Vendor must prepare installation site with safety surfacing with compacted Engineered Wood Fiber.
11. Vendor must verify that the new equipment will be installed in compliance with existing safety zone regulations including safety zone surfacing requirements.
11. Vendor must complete neat transitions and connections in accordance with manufacturer's requirements.
12. Vendor must maintain the area free of waste material, debris, and rubbish and remove from site.
13. Vendor must provide temporary and removable protection for installed products, and control activity and provide security in work area to prevent damage.

14. Vendor must present a copy of complete installation instructions (Customer Service Kit) from manufacturer upon completion of playground equipment.
15. The final cleaning must include the cleaning of equipment and site and raking clean landscaped surfaces.
16. All completed work is subject to inspection and approval of the Highway Superintendent.
17. All products and installation must be in accordance with:
 - 2010 Consumer Products Safety Commission (CPSC)
 - The Americans with Disabilities Act (ADA)
 - The American Society for Testing and Materials (ASTM)
 - The Uniform Federal Accessibility standards (UFAS)
 - All State and Local Requirements and Ordinances
18. Successful contractor will provide playground surface materials and installation.
19. Vendor may schedule an appointment to survey the playground, take measurements of the layout and examine equipment that is being removed or moved by calling Will Stefaniuk, Township Manager at 847-438-7823.

1. RECEIPT OF PROPOSALS

Sealed bid proposals to provide Playground Equipment and Installation must be received at Ela Town Hall, at 1155 East Route 22, Lake Zurich, Illinois 60047, no later than 11:00 a.m. on August 5, 2021. Bids arriving after that time will not be accepted. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Electronic mail (email) and/or facsimile transmitted bids will not be accepted. All bid proposals will be publicly opened, and prices read aloud thereafter on the same date at the Ela Town Hall, 1155 East Route 22, Lake Zurich, Illinois 60047.

2. HOW TO SUBMIT A BID

The bid proposal must be delivered in a sealed envelope to the Ela Town Hall and marked to the attention of the "Township Manager". The bid proposal must be clearly marked: Sealed Bid "**KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT 2021**" and the date of the bid opening. **No proposal will be considered unless it is submitted on the bid proposal form, Exhibit A, included in this bid packet.**

The bid proposal must be typewritten or legibly completed in ink. Any erasures or revisions in the bid proposal must be initialed by the person signing the proposal. Should a bidder wish to qualify his bid or make special stipulations thereto, such qualifications or stipulations shall be stated on standard letter size sheets of paper, separate from the proposal form but included within the sealed proposal.

It will be the sole responsibility of the bidder to ensure that his or her bid reaches Ela Town Hall on or before the deadline for bid submissions set forth above. Any bid that is not sealed or marked as specified in the requirements for submitting a bid will be disqualified from the bidding process.

3. QUALIFICATION OF BIDDERS

To be entitled to consideration, bids must be submitted in accordance with this Notice to Bidders and the "Ela Township Instructions to Bidders", and on the Proposal Form (Exhibit A). In addition, bidders must be licensed to do business in the local municipality where work is to be performed within Ela Township and must furnish satisfactory evidence of their professional experience and ability to meet the performance requirements of the **Knox Park Playground Equipment and Installation Contract 2021** (*Exhibit B*).

4. AWARD OF CONTRACT TO SUCCESSFUL BIDDER

Ela Township will be the sole interpreter of all bid documents, and reserves the right to make its own assessment of bids received; to reject any and all bids; to waive irregularities and technicalities in the bids; to further negotiate details of the contract with the low bidder after award of the contract; and to award the contract based upon its consideration of the following criteria as well as relevant statutory provisions:

- a) Lowest responsible bidder.
- b) The ability, capacity, and skill of the bidder to perform the contract to provide the service required.
- c) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- e) The quality of performance of previous contracts.
- f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- g) The sufficiency of the financial resources and ability of the bidder to perform the contract and provide the service.
- h) The ability of the bidder to provide future maintenance and/or service.
- i) The number and scope of conditions attached to the bid.
- j) Whether the bidder has a place of business in the Township.
- k) Responsiveness to the exact requirements of the invitation to bid.
- l) Ability to work cooperatively with the Township and its staff.
- m) Past records of the bidder's transactions with the Township or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
- n) Such other factors as would be in the best interest of the Township and its operations.

Ela Township may make such inspections, as it deems necessary, including the right to inspect all bidder worksites related to the bid.

5. CONTRACT

The specifications and terms for award of this contract include all of those set forth in this Notice to Bidder, the Instructions to Bidder, the Proposal Form (Exhibit A), the Specifications, the General Conditions, the Bid Form, the Affidavit – Bid Certification Form, the Bid Security Form, the Bid Sheet and "**KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT 2021**" (Exhibit B). The successful bidder will be required to execute the Knox Park Playground Equipment and Installation Contract 2021 for the duration specified in that contract and the successful bidder's submitted Bid Proposal Form will be attached to and incorporated into that Contract.

ELA TOWNSHIP INSTRUCTIONS TO BIDDERS

To be entitled to consideration, bids must be made in accordance with the following instructions:

1. Ela Township reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any information in any bid when, in its opinion, the best interest of the Township will be served by such action.
2. Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Any bid submitted will be binding for 90 calendar days after the date of bid opening. No plea of ignorance by the bidder as to the conditions that exist or that may exist hereafter as a result of failure or omission on the part of the bidder to make the necessary examinations and/or investigations will be accepted as a basis for varying the requirements of the Township or the compensation to the bidder.
3. Bids must be signed by an authorized official of the organization submitting the bid with the name of the official and his/her title typed below the signature.
4. All bidders must submit the following information on or before the deadline for bid submittal: (a) the location of the bidder's permanent place of business; (b) evidence of the ability to provide an efficient and adequate plan for executing the services requested; and (c) any additional evidence tending to show that the bidder is prepared adequately to fulfill the contract.
5. **Bidders shall include with their bid, on a separate attachment to the bid, the names of three (3) references regarding their qualifications by experience, ability, personnel and equipment to perform the services required by the bid specifications. The references must include company name, address, contact person and telephone number. ELA TOWNSHIP RESERVES THE RIGHT TO REJECT BIDS NOT ACCOMPANIED BY THE REQUIRED REFERENCES.**
6. All bidders agree that a complete background investigation of the principals of the bidder and all employees who will perform the required services on behalf of the bidder will be made. Bidders agree to cooperate with the appropriate Township personnel to supply all the necessary information to complete the background inquiries. The Township, at its complete discretion, may disqualify any Bidder, including a low Bidder, and may void any contract previously entered into based upon its background investigation.
7. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township or has failed to perform faithfully any previous contract with the Township within two (2) years prior to the date of the invitation to bid.

8. All bid submittals must include a signed Bid Certification Form (**copy attached**) certifying non-collusion in the bid, and that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid rigging (720 ILCS 5/33E-3 and 5/33E-4); compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*; that it is not delinquent in the payment of taxes (65 ILCS 5/11-42.1); and that it has a written sexual harassment policy in place in full with the Illinois Human Rights Act (775 ILCS 5/2-105, as amended).
9. Any bidder in doubt as to the true meaning of any part of the Specifications or other bid documents shall submit a written request for interpretation to **Will Stefaniuk**, no later than five (5) calendar days prior to the date set for the opening of the bid. Any questions received after that time may be answered at the discretion of the Township.

In the event that the Township finds a question to be adequately addressed in the existing bidding documents, the question may be answered in writing by directing the requesting bidder to the applicable provision(s) in the existing bid documents. No further clarifications or interpretations will be issued.

Bidders will acknowledge receipt of any addendum issued by so noting on the bid sheet. Oral explanations are not binding.

10. Prices shall be provided for each service required to be performed under the contract.
11. All equipment and material bid shall be in accordance with all applicable federal, state and local laws, rules and regulations in effect at the time of the bid.
12. Bids will be considered on equipment or material complying substantially with the specifications, provided each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The Township reserves the right to determine whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the requirements of the applicable Township Department. Brand names which may be mentioned in the specifications do not indicate a preference and are used only as a reference to the type and quality of materials or equipment desired.
13. The brand name and/or manufacturer of each item proposed must be clearly stated. Guarantee and/or warranty information must be included with this bid.
14. Unless otherwise directed by the Specifications, all materials, equipment and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable federal, state and local laws, including the federal Occupational Safety and Health Act ("OSHA"), are being complied with in connection with the bid and any resultant contract or purchase by the Township.
15. All municipal, county, and State of Illinois sales taxes and federal excise taxes, which are NOT applicable to sales to Ela Township, must be excluded from bid prices.

16. The bidder shall hold the Township, its officers, employees and agents, harmless from liability of any nature or kind on account of the Township's use of any copyrighted or uncopyrighted composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used under the bid specifications.
17. The successful bidder is specifically denied the right of using in any form or medium the name of the Township for any advertising, promotion or reference unless express written permission is granted by the Township.
18. The opaque envelope containing the bid shall be marked plainly, "SEALED BID for Knox Park Playground Equipment and Installation Contract 2021", and date of the bid opening. (See also Notice to Bidders requirements).
19. The bidder's submittal shall include the completed Proposal Form. The Township will strictly hold the bidder to the terms of the Proposal Form. The Proposal Form must be executed by a person having the legal right and authority to bind the bidder.

Questions about this Request for Bids should be directed to:

Knox Park Playground Equipment and Installation Contract 2021

William Stefaniuk, Township Manager

Ela Township

1155 East Route 22

Lake Zurich, Illinois 60047

Phone: 847.438.7823

Email: wills@elatownship.org

SPECIFICATIONS

PLAYGROUND EQUIPMENT & STRUCTURES

PART 1. GENERAL

1.A. SCOPE

1.A.1. Furnish labor, material and equipment necessary for the provision and installation of the playground equipment, structure or modular unit as shown on the drawings and specified herein.

1.A.2. Work shall include but not limited to the following: excavation, layout, and the provision and installation of playground equipment, structure or modular unit in accordance with the manufacturer's installation instructions, including all appurtenances and accessories as required for a full and complete installation.

1.B. SUBMITTALS

1.B.1. Product Data: The Contractor shall submit within 7 calendar days after receipt of Notice to Proceed 1 complete sets of the material and equipment submittals, including:

- a. Play equipment manufacturer and manufacturer's representative's name(s) and address(es);
- b. Plan view drawings with model numbers, descriptive labels (including component names), deck heights, and notations of compliance with CPSC, ASTM F1487 and ADA;
- c. Detailed component list with model numbers and catalog descriptions;
- d. Color chart;
- e. Written material specifications for all components;
- f. IPEMA certification certificate from the IPEMA website;
- g. Copy of manufacturer's warranty in certificate format;
- h. Copy of manufacturer's ISO 9001 Certification.

1.B.2. Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without the written authorization of the Owner's representative.

1.C. PRODUCTS

1.C.1. PRODUCTS: The layout shown in the plan view is based upon equipment and measurements of NuToys Leisure Structures. Acceptable manufacturers include NuToys Leisure Structures. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met.

1.C.2. Design and Fabrication: Playground equipment, structure or modular unit submitted for consideration shall be equivalent in design, layout, deck size, post size, clamping/fastening system, deck/slide/climber height, ADA accessibility, appearance, color and construction detail to playground equipment specified in the drawings. Reasonable variations in size/height (no more than +/- 10%) and manufacturer's standard colors may be allowed at the Owner's discretion. Color schemes are to match as closely as possible to the originally specified colors. Play value and safety features of components must be equal or superior to specified design as judged by the Owner or Owner's representative.

1.C.3. Modification: Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.

1.D. PLAYGROUND SAFETY STANDARDS AND QUALITY ASSURANCE

1.D.1. All playground equipment shall be certified by the International Play Equipment Manufacturers Association (IPEMA). All designs shall meet or exceed the Americans with Disabilities Act (ADA) "2010 ADA Standards for Accessible Design". All manufacturers must be ISO 9001 certified.

1.E. REFERENCES AND STANDARDS

1.E.1. ASTM: American Society for Testing and Materials

1.E.2. CPSC: Consumer Product Safety Commission

1.E.3. IPEMA: International Playground Equipment Manufacturers Association

1.E.4. ADA: Americans with Disabilities Act

1.E.5. ISO: International Organization for Standardization

1.E.6. CPSI: Certified Playground Safety Inspector

1.F. WARRANTY/GUARANTEE

1.F.1. The equipment manufacturer shall warrant material and workmanship against defects, from the date of manufacturer's invoice, for the period of time as follows:

a. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT** against structural failure due to corrosion or defects in materials and workmanship on aluminum deck posts, steel deck posts, clamping/fastening, and associated fastening hardware.

b. **LIMITED FIFTEEN (15) YEAR WARRANTY** against structural failure due to corrosion or defects in materials and workmanship on steel support legs and on steel components including railings, rungs, and rigid climbers.

c. **LIMITED ONE (1) YEAR WARRANTY** against structural failure caused by defective materials or defective main support materials and decks.

d. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts such as swing hangers, swivels, chains, whirls, trolleys and flexible climbers.

e. Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

1.F.2. The Contractor shall guarantee installation workmanship for a period of one year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to the Owner.

1.F.3. Provide copy of Contractor's installation warranty on company letterhead.

PART 2. MATERIALS

2.A. EQUIPMENT: See drawings for type, style, configuration, size and height of playground equipment, structure or modular unit to be provided or equivalent equipment to be matched.

2.B. COLOR SCHEDULES: TBD

2.C. SPECIFICATIONS/COMPONENTS:

2.C.1. Designs and specifications are based upon equipment from NuToys Leisure Structures. EQUALS will be considered against this standard of quality and design and will be determined at the Owner's discretion.

2.C.2. PLAYGROUND STRUCTURE:

1 PLAYBOOSTER REFERENCED EXAMPLE PER SPECIFICATIONS COLORS TBD

3. PART INSTALLATION

3.A. INSTALLATION

3.A.1. Instructions: Explicit, printed installation instructions, written in English, shall be provided by the manufacturer, which shall include detailed, scaled plan views, elevations, and footing drawings and details when applicable, as well as sequential assembly instructions to assure proper installation of the playground equipment, structure or modular unit.

3.A.2. Equipment must be installed by a manufacturer-certified installer and must be installed in accordance with the manufacturer's installation instructions. Installation crew leader must be CPSI-certified. If not installed by a manufacturer-certified installer, the equipment shall be inspected after installation by a CPSI not employed by the installer and signed off by said CPSI before the playground is opened for first use.

3.A.3. Close Out: Contractor shall provide the Owner with one copy of complete manufacturer's installation instructions and maintenance kit if provided. Most manufacturers send at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the Contractor's responsibility to secure the installation instructions from the installer. NuToys Leisure Structures mails one complete set of installation instructions directly to the Owner, and the Contractor shall not be required to supply additional sets to the Owner.

3.A.4. Clean-up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the Owner's representative.



June 29, 2021

KNOX PARK
LAKE ZURICH, IL
OPTION 1 - Revised
PLAYBOOSTER

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
2-5 Year Olds Structure		
PlayBooster Component System		
1	152431A	ABC Climber 48"Dk DB
1	143199B	Conical Climber 40"Dk DB
1	184354B	Curved Transfer Module Right 2-5yrs 40"Dk DB
1	121948A	Kick Plate 8"Rise
2	111228A	Square Tenderdeck
1	123483A	Space Travel Panel Above Deck
1	115254A	Storefront Panel
1	115227A	Zoo Panel Above Deck
2	111404E	116"Alum Post DB
4	111404D	124"Alum Post DB
1	130798A	Double Swirl Slide 48"Dk DB
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury

Also:

1	233059B	DigiRider Bear DB
1	233055B	DigiRider Rocket Ship DB
1	148637A	Seesaw 4-Seats DB

5-12 Year Olds Structure		
PlayBooster Component System		
1	111346B	Ramp Exit Plate DB
1	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
1	143198A	Corner Climber 64"Dk DB
1	152907A	Deck Link w/Barriers Steel end panels 1 Step
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	178710A	Hexagon Tenderdeck
2	121948A	Kick Plate 8"Rise
2	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB

3	111231A	Triangular Tenderdeck
3	191031A	Accessible Panel Curb
1	164094A	Bongo Reach Panel Above Deck
1	135731A	Chimes Reach Panel Above Deck
1	115228A	Driver Panel Above Deck
1	127953A	Handhold Panel Set
1	164148A	Ring-A-Bell Reach Panel Above Deck
1	111357A	Chinning Bar Alum DB
1	120901A	Grab Bar
1	153165A	Stationary Cyclor Accessible
1	111353A	Track Ride
1	111404G	100"Alum Post DB
2	111404F	108"Alum Post DB
1	111404E	116"Alum Post DB
2	111404D	124"Alum Post DB
4	111404C	132"Alum Post DB
3	111404B	140"Alum Post DB
2	111404J	76"Alum Post DB
3	111404I	84"Alum Post DB
3	111404H	92"Alum Post DB
1	130390A	Double Swoosh Slide 64"Dk DB1
1	123333A	Rollerslide 40"Dk DB
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

Also:

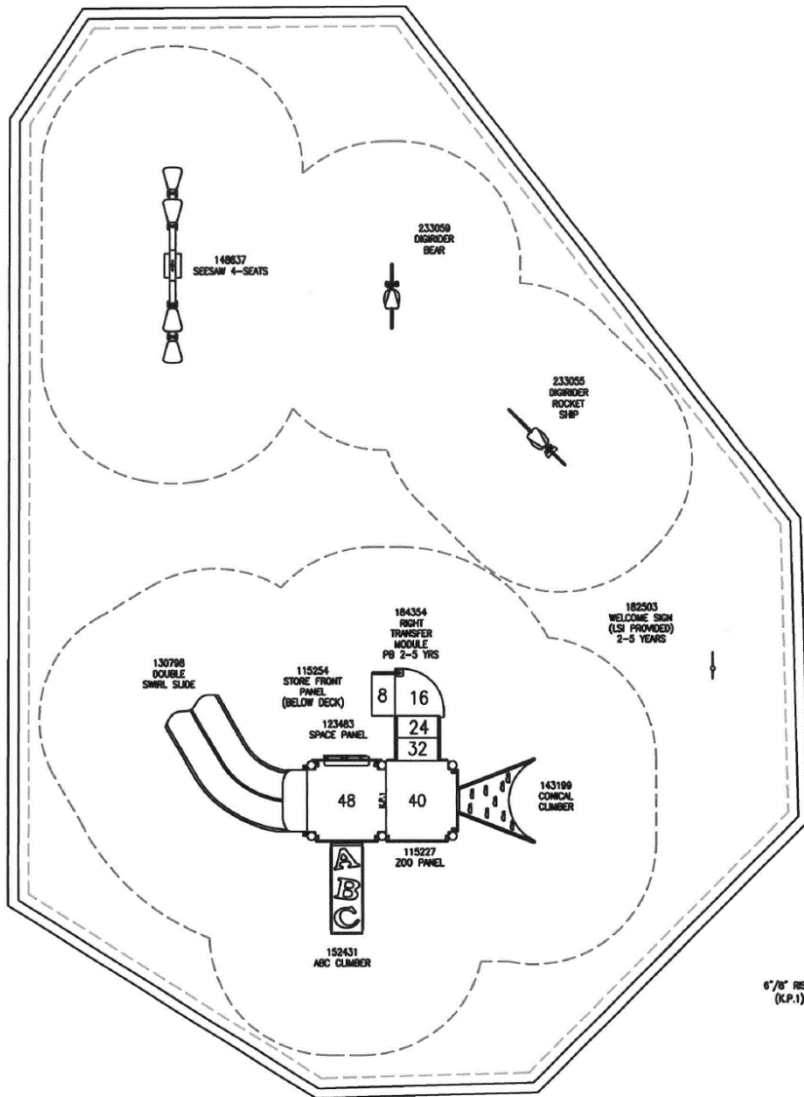
1	164075B	Double Bobble Rider DB
1	100042A	Drop Shot DB Only
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam



Knox Park
 Lake Zurich, IL
 CODE: UKZ21KXK1, Option 1
 PLAYBOOSTER
 2/8/21 DRAWN BY: TM
 STRUCTURE DIMENSIONS:
 ACTUAL SIZE:
 AREA REQUIRED:



2-5 Area



Playground 1: 2-5 Area

Front View



Back View



Playground 2: 5-12 Area

Front View



Back View



GENERAL CONDITIONS

A. Award of Contract; Performance; Payment

1. The Township will issue a Notice of Award to the successful bidder, advising that it has been awarded the contract. Within seven (7) business days of delivery of the Notice of Award, by personal service or registered or certified U.S. Mail, postage prepaid and receipt requested, the contractor shall execute the contract, attached to the Bid Documents, and furnish the Township with the required certificate of insurance.
2. Upon the Township's receipt of the executed contract, certificate of insurance, the Township will issue and send to the contractor a Notice to Proceed, that will start the performance period.
3. If final payment is requested, the Contractor shall submit a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of Contractor, each subcontractor, vendor, supplier or other appropriate party included in its cost, and a full and final waiver of lien for the full amount of the Work, less retainage (unless the final inspection has been conducted and all final punch list items confirmed as completed). The Contractor shall assign over to the Township all manufacturers' and suppliers' warranties respecting any part of the Work.
4. **PREVAILING WAGE.** This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/1, et seq., as amended (the "Act"). The Contractor and all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers and mechanics. The Township has adopted the prevailing wages as determined by the Illinois Department of Labor ("IDOL") for Cook County. The prevailing rate of wages is revised by the IDOL and is available on the IDOL website, <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor and all subcontractors are solely responsible for checking the Department's website for revisions to prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total Contract price.

All bonds provided by the Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq.

Contractor shall comply with all applicable provisions of the Prevailing Wage Act, including, but not limited to, the requirements of Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. The Contractor, and all Subcontractors and Sub-Subcontractors participating on the Project, shall make and keep those records required under Section 5 of the Prevailing Wage Act in paper or electronic format. In conformance with the Act, each

contractor and subcontractor, or other entity performing work on the project, shall maintain records of all laborers, mechanics and other workers employed by them on the project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) gross and net wages paid in each pay period; (7) number of hours worked each day; (8) starting and ending times of each day; (9) hourly wage rate; (10) hourly overtime wage rate; (11) hourly fringe benefit rates; (12) the name and address of each fringe benefit fund; (13) the plan sponsor of each fringe benefit, if applicable; and (14) the plan administrator of each fringe benefit, if applicable. These records shall be kept by the participating contractor and subcontractor for a period of not less than five (5) years from the date of last payment on the contract or subcontract. No later than the 15th day of each calendar month, each participating contractor and subcontractor shall submit a monthly certified payroll to the Township consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

5. The Township reserves the right to alter the scope of the required services to be performed, add such incidental services as may be necessary and increase or decrease the services to be performed to accord with such changes, including the deduction or cancellation of any one or more of the services. Such changes shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof.
6. The performance of the required services shall be done under the supervision of the Township Manager or his/her designee who shall decide all questions that arise as to the quality and acceptability of materials furnished, services performed, manner of performance, acceptable fulfillment of the contract, compensation and the disputes and mutual rights between contractors under the Specifications.
7. If the contractor fails to begin providing the services within the specified time, or fails to perform these services in accordance with the terms of the approved schedule or performs the services in a manner unacceptable to the Township, or if the contractor becomes insolvent or is declared bankrupt, or makes an assignment for the benefit of creditors, or from any other cause fails to perform the required services in a manner required by the contract, the Township shall give notice to the contractor in writing specifying such failure, delay, neglect, refusal or default, and if the contractor, within a period of seven (7) calendar days after the giving of such notice, does not proceed in accordance therewith, then the Township shall have the full power and authority to declare the contract and the contractor in default, and to forfeit the rights of the contractor in the contract.

B. Performance of the Required Services

1. The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous, in the opinion of the Highway Superintendent or his authorized representative, shall be immediately discontinued by the contractor upon his receipt of instructions from the Township Manager or an authorized representative to discontinue such practice.
2. The performance of services under the contract includes the furnishing of all supervision, labor, materials, tools, equipment and incidentals of every kind and description necessary, in accordance with the contract documents.
3. The performance of services shall be subject at all times to inspection by the Township or its inspectors, and the contractor will be held strictly to the diligent execution of the contract. The Township or its inspectors shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. Completed performance of services not complying with the contract may be rejected by the Township and shall be performed again by the contractor at no expense to the Township.
4. Except where the Specifications indicate otherwise, the Township is not responsible for providing any tools, equipment, or storage under the contract in order to permit the completion of any contractual obligations under the contract.
5. The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to perform the services required, and the contractor shall provide identification of its personnel if requested by the Township. Any contractor's employee or representative whose employment is reasonably detrimental or objectionable to the Township shall be transferred immediately from the work site upon the Township's request. The exercise of this option shall not be construed as placing the Township in charge of the performance of the services required under the contract, or as making the Township responsible for safety. All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the contractor, and shall meet the standards of OSHA and the State of Illinois safety codes as may be required by law. The Township reserves the right to inspect the equipment that will be used prior to the award of the bid.
6. The contractor shall at all times have a competent person in charge of its work crew at the job site to whom the Township representative may issue directives. Such person shall be competent in the English language.

C. Insurance; Indemnification

3. Insurance Requirements. In the submission of a bid, the bidder is certifying that it has all the insurance coverage required by law or that would normally be expected for the bidder's type of work. In addition, the bidder is certifying that, as the successful bidder/contractor, upon execution of the contract, it will provide insurance of such types and in such amounts as may be necessary to protect itself and the interests of the Township against all hazards or risks of loss contemplated by the contract. The Township shall be named as an additional insured on all applicable insurance policies. Satisfactory certificates of insurance shall be filed with the Township upon execution of the contract. The certificates shall state that thirty (30) days advance written notice will be given to the Township before any policy covered thereby is changed or canceled.

Insurance coverage shall be in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limit/ Ea. Occurrence</u>	<u>Limit/ Aggregate</u>
General Liability		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Ins.	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employers Liability	\$1,000,000 per accident	

4. Indemnification. The contractor shall indemnify and save harmless the Township, its officers, employees and agents from any and all liability, losses or damages, including attorneys fees and costs of defense, the Township may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under the contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all attorneys fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Township in any such action, the contractor shall, at his own expense, satisfy and discharge same. The contractor expressly understands and agrees that any bonds, letters of credit or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Township as herein provided.

The contractor agrees to defend and hold harmless the Township from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods

specified in the contract, and on account of the Township's use of any copyrighted or uncopied, composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used under the bid Specifications.

D. Compliance with Laws

1. If, at any time, it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any proposal or proposals, unlawfully colluded with any other party or parties, then the contract so awarded shall be null and void, and the consultant and his sureties shall be liable to the Township for all loss or damage which the Township may suffer thereby, and the Township may advertise for new bids for performance of the required services.
2. The contractor shall, at all times during the life of this contract, observe and abide by all federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts or agencies of competent jurisdiction. Likewise, said contractor shall be governed by all municipal ordinances and regulations which in any way affect the conduct of the work. The contractor shall indemnify and save harmless the Township, its officers, agents and employees against any claim or liability arising from or based on his violation of any law, ordinance, regulation, decree or court order.

The bidder and contractor, as the successful bidder, shall comply with all applicable federal, state and local laws, including, but not limited to, the following:

- a. Bid Rigging/Rotating. By submitting a bid, the contractor certifies that no owner, officer or director is barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E-3 & 33E-4.
- b. Tax Payment. The contractor certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue pursuant to 65 ILCS 5/11-42.1-1.
- c. Drug Free Workplace Act. The contractor will comply with the requirements of the Drug Free Workplace Act if the contract is \$5,000 or more, and it has more than 24 employees at the time of entering into the contract pursuant to 30 ILCS 580, *et seq.*
- d. Preference to Veterans Act. The contractor will comply with the Preference to Veterans Act, 330 ILCS 55, *et seq.*

- f. Non-Discrimination. The contractor will comply with the Illinois Public Works Employment discrimination Act, 775 ILCS 10/1, *et seq.*
- g. Equal Employment Opportunity. The contractor will comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, *et seq.*), including establishment and maintenance of a sexual harassment policy as required by Section 2-105 that will be produced to the Township upon request, and the Rules and Regulations of the Illinois Department of Human rights, including the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE, that is a material term of all public contracts, as set forth in Exhibit B.
- h. Compliance with Freedom of Information Act Request. Section 7 of the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/7, applies to public records in the possession of a party with whom the Township has contracted. The Township will have only a very short time from receipt of a FOIA request to comply with the request and there is a significant amount of work required to process a request including collating and reviewing the information. The bidder/contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Township for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Township within two (2) business days of the request being made by the Township. The bidder/contractor agrees to indemnify and hold harmless the Township from all claims, costs, penalties, losses and injuries (including but not limited to, attorneys fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide public records to the Township under the contract.

E. Work Guaranty

- 1. Retainage. The Township shall retain 10% from the total project cost. Upon final inspection and determination of successful project completion according to specifications, the Township shall pay the amount it has retained.
- 2. General Guaranty. Neither partial or final payment, nor any provision in the contract, nor partial or entire use of the product/Work embraced in the contract by the Township or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those contract documents.

Unless otherwise expressly provided in the Specifications, in the event any defects or imperfections in the materials or workmanship to be furnished by the contractor herein appear within the period of two (2) years from the date of completion of all the Work and acceptance thereof by the Township, the contractor will, upon notice from said Township (which notice may be given by letter to said contractor to the business address of the contractor shown in the proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Township, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Township may do so or have same done by others, and said contractor and surety or sureties on the bonds given for the faithful performance of the contract shall be liable to the Township for all damages and expenses occasioned by such failure, refusal or delay. All details of warranties shall be included with the bid. Warranty work shall be at no additional expense to the Township.

Manufacturer warranties and guaranties shall be submitted with the bid and shall be considered a part of the contract where such specifications meet the minimum bid Specifications.

F. Miscellaneous Contract Requirements

1. Contract Alterations. No amendment of a contract shall be valid unless made in writing and signed by the Township Manager or their authorized representative.
2. Licenses and Permits. The contractor shall procure at its own expense all the necessary licenses and permits in connection with the work under the contract.
3. Non-assignability. The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Township. Such assignment shall not relieve the contractor from its obligations or change the terms of the contract unless agreed by the Township at its sole discretion.
4. Notices. All notices required by the contract shall be given in writing.
5. Taxes. The contractor shall pay all federal, state and local taxes as may be applicable on all materials, labor and services furnished by it under the contract, and the amounts of such taxes shall be included in the unit prices bid.

EXHIBIT A

(Upon award of contract, to be attached to Knox Park Playground Equipment and Installation Contract 2021 as Exhibit A)

Proposal Form
Ela Township

KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT 2021

OWNER INFORMATION

Owner Name: _____

Address: _____

Business Name: _____

Business Address: _____

Home Phone: _____ Business Phone: _____

- This Business is a:
- Individual Proprietorship
 - Joint Venture
 - Partnership
 - Corporation

If applicable, give names, addresses, and dates of birth of all partners, officers or directors.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

Has the applicant, business, or member of the business ever had a license or contract revoked, suspended or cancelled? YES NO

If yes, explain in full detail on a separate sheet of paper.

Does the business currently hold a license or have a contract with any other municipality for _____ service? YES NO

If yes, explain in full on a separate sheet of paper. Have any complaints against the business been filed with the Illinois Commerce Commission, the Office of the Illinois Attorney General, or any other governmental body during the period of one year prior to the date of this proposal? YES NO

If yes, explain in full on a separate sheet of paper.

Please note, the Township reserves the right to conduct its own search with the Illinois Commerce Commission, the Illinois Attorney General, or any other governmental body, and may take into consideration any complaints and/or pending complaints made against the business or owner.

In submitting this Proposal Form requesting award of the Knox Park Playground Equipment and Installation Contract 2021, I hereby certify that:

1. I will not assign or subcontract any contracted work or services for the Township without prior written approval of an authorized representative of Ela Township;
2. Neither I, nor any person who will be working on my behalf, has been convicted under the laws of Illinois or any other state of an offense which under the laws of this state would be a felony involving the theft of property, violence to persons, or criminal damage to property. Please note that in the case of a person whose last conviction was more than two years past, and can demonstrate a compelling showing that he/she is nevertheless fit, such person or operator may be approved by the Township Manager or his/her designee if otherwise eligible;
3. I am not barred by law from contracting with the Township because of a conviction for prior violations of either Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 1965 (720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating));
4. I am not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1;
5. I provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1, et seq.);
6. I shall comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;

7. I shall comply with the Americans with Disabilities Act;
8. I shall comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); and
9. All of the information I have provided in this Application has been truthful and given in good faith.

I have read and understand the information provided with this Proposal Form, including the Notice to Bidders, Instructions to Bidder, the General Conditions, the Specifications and the Knox Park Playground Equipment and Installation Contract 2021, and agree to abide by the conditions set forth therein. My signature below indicates my acceptance of all such conditions and my bid for award of the Knox Park Playground Equipment and Installation Contract 2021.

Name of Company _____

Bid Submitted By _____

Position in Company _____

Phone No. _____ Date _____

Bidder must use the official firm name and authorized representative must sign.

BID FORM
Knox Park Playground Equipment and Installation Contract 2021
Ela Township

FROM: _____

(hereinafter called "Bidder")

TO: Ela Town Hall
Attn: Township Manager
1155 E. Route 22
Lake Zurich, Illinois 60047
(hereinafter called "Township" or "Ela Township")

Knox Park Playground Equipment and Installation Contract 2021

The bidders have familiarized themselves with the services to be performed and probable work conditions required under this Bid affecting the cost of the performance of the required services and with the Bid Documents which include:

- Notice to Bidders
- Table of Contents
- Bid Packet Information
- Instructions for Bidders
- Specifications
- General Conditions
- Bid Form
- Affidavit – Bid Certification Form
- Bid Sheet
- Contract Document

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, equipment, and services (including all utility and transportation services) required to perform the required services, all in accordance with the above listed documents.

Bidder agrees to perform all of the required services and provide the equipment and materials described in the Bid Documents, as follows:

Bidder has bid on all items and has provided a price for all requested services. The Bidder acknowledges it understands all the requested services for which it has submitted a bid.

The Bidder will complete and provide all labor, equipment, materials and mobilization (if applicable) to perform the required services as incidental to the fixed item price for each item proposed.

In submitting this bid, the Bidder understands that the Township reserves the right to add to or subtract from the estimated quantities.

The Township intends to award one (1) contract (if at all) for the items bid. If written notice of award of this bid is mailed, emailed or otherwise delivered to the Bidder at any time before this bid is withdrawn, the Bidder agrees to execute and deliver the contract in the prescribed form and furnish the insurance certificates required by the Bid Documents to the Township within ten (10) business days after receipt.

The Bidder, and as successful bidder/contractor upon award of the contract, understands and agrees to the following:

- 1) The contractor agrees to provide all required services and items and material to the Township as noted in the Bid Documents and comply with the requirements of the Bid Documents.
- 2) The contractor agrees to comply with all applicable federal and state laws, rules and regulations, and county and municipal ordinances, as described in the General Conditions.

All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum_Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. A record of all Addenda and copies of same will be available to all qualified bidders from the Ela Township, 1155 East Route 22, Lake Zurich, Illinois 60047 two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting its bid.

Upon award of the contract, the Township will send Notice of Award to the successful Bidder, the Bidder must then execute the contract and provide the required certificate of insurance to the Township within ten (10) business days. The Township will then issue a written Notice to Proceed. Failure to complete the work in the designated time frame may result in the Township Manager withholding compensation due the contractor for failure to complete the said work in the designated time frame or taking such other action as may be available.

This Bid Submittal contains the following:

- 1) Bid Form
- 2) Affidavit – Bid Certification Form
- 3) BID SHEET(S) – Knox Park Playground Equipment and Installation Contract
2021

Respectfully submitted:

Name of Firm/Bidder: _____

By: _____
(Signature)

Title: _____

Date: _____

Contact Information:

Official Address: _____

Telephone: _____

Email: _____

ONE (1) SIGNED COPY OF THIS BID FORM AND BID SHEETS (Pages 30-36) ALONG WITH THE AFFIDAVIT – BID CERTIFICATION FORM SHALL BE SUBMITTED IN A SEALED MARKED ENVELOPE.

AFFIDAVIT – BID CERTIFICATION FORM

Bidder:

Company/Firm Name: _____

Address: _____

As a condition of entering into a contract with Ela Township, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned, _____, being first duly sworn on oath, deposes and states that he or she is _____ (sole owner, partner, joint ventured, _____ President, _____ Secretary, _____ etc.) of _____ and has the authority to make all
(Name of Company)
certifications required by this affidavit.

Section I **Non-Collusion**

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

Section II **Bid Rigging and Rotating**

The undersigned further states that _____
(Name of Company)
is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States, as provided in Sections 33E-3 and 33E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-3, 33E-4.

Section III **Drug Free Workplace**

The undersigned further states that _____
(Name of Company)
provides a drug free workplace pursuant to the Drug Free Workplace Act, 30 ILCS 580/1, et seq., and has, to the extent not covered by a collective bargaining agreement that deals with the subject of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., a substance abuse prevention program that meets or exceeds these requirements of that Act.

Section IV **Tax Payment**

The undersigned further states that _____ is
(Name of Company)

not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statues, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Township to recover all amounts paid to the individual or entity under the contract in civil action.

Section V **Sexual Harassment Policy**

Pursuant to Section 2-105(A) of the Illinois Human Rights Act, 775 ILCS 5/2-105 (A), every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act)."

A "public contract" includes: ...every contract to which the State, any of its political subdivisions...is a party." 775 ILCS 5/1-103 (M) (2002),

The undersigned further states that _____ has
(Name of Company)
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all information contained in this Affidavit is true and correct.

Signed by: _____ Title: _____
Signature

Name Printed: _____

Signed and sworn to before me this ____ day of _____, 2021.
My commission expires:

Notary Public

BID SHEET

KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT 2021

The undersigned herewith submits a bid on Knox Park Playground Equipment and Installation Contract 2021 in accordance with the attached documents. All bids are to be delivered to Ela Town Hall at 1155 E. Route 22, Lake Zurich, Illinois, 60047, prior to 11:00 a.m. on August 5, 2021. **Note: All below items will be bid on as a group, Ela Township will not split the bid on these items.**

SCHEDULE OF PRICES

We will perform the services as outlined in the Knox Park Playground Equipment and Installation Contract for sums as follows:

Quantity	Items	Vendor Model Description	Unit Price	Total Cost
Playground 1				
1	Playbooster 2-5 Area Playground Equipment			
1	Surface Materials			
1	Installation of all surface materials and playground equipment			
Playground 1 Total Cost				
Playground 2				
1	Playbooster 5-12 Area Playground Equipment			
1	Surface Materials			
1	Installation of all surface materials and playground equipment			
Playground 2 Total Cost				

Total Knox Park Playground Equipment and Installation Contract:

\$ _____

Submitted this ____ day of _____, 2021.

Mark outside of envelope: "KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT 2021" and deliver to Ela Town Hall at 1155 East Route 22, Lake Zurich, Illinois, 60047, by 11:00 a.m., Thursday, August 5, 2021.

Name of Company/Firm

Address of Company/Firm

By: _____

Phone: _____

Date submitted: _____, 2021

Also note any exceptions to the specifications.

COMPANY

OWNER

ADDRESS

CITY, STATE, ZIP

PHONE #

SIGNATURE

DATE

_____, 2021

Note: All bids to remain firm for ninety (90) days. Be sure to mark the outside of the envelope, "Sealed Bid for KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION CONTRACT 2021."

ELA TOWNSHIP
KNOX PARK PLAYGROUND EQUIPMENT AND INSTALLATION
CONTRACT 2021

THIS AGREEMENT (hereinafter the "Contract") is entered into by and between Ela Township (hereinafter the "Township"), and _____, an _____, located at _____, Illinois, (hereinafter the "Contractor").

1. **GENERAL** As stated in the bid document.
2. **SPECIFICATIONS** As stated in the bid document.
3. **CONTRACTOR RESPONSIBILITY FOR PROPERTY/HOLD HARMLESS**
Contractor agrees to defend and hold harmless the Township from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract, and on account of the Township's use of any copyrighted or uncopyrighted, composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used under the proposal Specifications.
4. **ADHERENCE TO LAWS**
Employees and agents of Contractor shall obey all federal, state, county and municipal laws and ordinances during the execution of their duties under this Contract. The existence of this Contract does not exempt such individuals from compliance with such laws or ordinances, nor does it convey any special rights or privileges upon those individuals.

Contractor shall meet all applicable licensing requirements of the Township.

In addition, Contractor is required to comply with all federal, state, county and municipal laws and ordinances, including the following:

- a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
- b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
- d. Comply with the Americans with Disabilities Act; and

- e. Comply with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Department of Human Rights as a material term of all public contracts, which states as follows:

Title 44, Part 750, Section 750, APPENDIX A, Illinois Administrative Code, Equal Employment Opportunity Clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of 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"), contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions, 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 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 thereunder.
- 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.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 750.30 of the Department of Human Right's Rules and Regulations for Public Contracts:

Title 44, Part 750, Section 750.30, Illinois Administrative Code, Subcontracts

Each public contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Appendix A of this Part in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

5. FEE SCHEDULE

The charges to be assessed by Contractor under this Contract are set forth in the fee schedule contained in Exhibit A.

6. LOG BOOK, RECORDS & REPORTS REQUIRED

The Contractor shall provide the Township with a written status report on its provision of services required by the Contract. This report shall be due before the tenth day of the following month.

7. METHODS OF PAYMENT

Payment under the Contract will be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

8. HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY)

Contractor assumes full responsibility for the acts and omissions of its employees and agents while engaged in performing services under the Contract. Contractor agrees, to the greatest extent permitted by Illinois law, to protect, indemnify, save and hold forever harmless the Township, its officers, appointed and elected

officials, Supervisor and Board of Trustees, employees, volunteers, attorneys and agents from and against any and all liabilities, obligations, claims, losses, damages, penalties, and costs and expenses resulting from any suit, claim, demand, judgment, or cause of action initiated by any person, including Contractor and its officers, officials, employees, subcontractors, volunteers and agents, arising out of, connected with, or in any way associated with the performance of services covered by this Contract or the equipment used in connection therewith.

9. CONTRACTOR'S LIABILITY INSURANCE

Contractor shall not commence with the performance of services under this Contract until it has obtained all insurance required hereunder and such insurance has been approved by the Township. Certificates of such insurance shall be filed with the Township prior to commencing work. Additionally, Contractor will provide the Township with a letter from the insurance carrier that the Township will be notified within thirty (30) days of the pending cancellation of any policy relating to this Contract.

Each insurance company shall be subject to approval by the Township, and the respective policies shall name the Township as an additional named insured. Approval of the insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder. Such insurance is primary and in no event will be considered contributory to any insurance purchased by the Township. Such insurance will not be canceled, reduced, or materially changed without providing the Township thirty (30) days advance written notice, via certified mail.

Contractor shall maintain all insurance required under subsections a through h of this Section for not less than one (1) year after completion of this contract.

10. CONTRACT TERMINATION

The Township reserves the right to terminate the Contract at any time as stipulated in the provisions set forth in Section General conditions (A,7) for immediate termination, failure of Contractor to perform any aspect of this Contract properly and/or to provide proper treatment to the general public, in the sole discretion of the Township, is cause for immediate termination of the Contract without prior notice.

11. LENGTH OF CONTRACT

This Contract shall begin within 7 days after Notice to Proceed is issued and all construction is to be completed within 60 days after notice to proceed, this includes the delivery time for the playground equipment and the completion of any and all installation work. Work shall be coordinated by the contractor communicating to the Township Manager, Will Stefaniuk, (847) 438-7823.

It is hereby understood and mutually agreed, by and between the Contractor and Township, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract.

The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within

the time specified. It is expressly understood and agreed, by and between the Contractor and the Township, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Township, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay the Township the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinunder set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

12. COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUEST

The Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 et seq., applies to public records in the possession of a party with whom the Township has contracted. The Township will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Township for public records (as that term is defined by Section 2(c) of FOIA) in its possession and to provide the requested public records to the Township within two (2) business days of the request being made by the Township. Contractor agrees to indemnify and hold harmless the Township from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Township under this Contract.

13. Contractor shall not assign this Contract or any part thereof without the prior written consent of the Township. Approval, if any, for such assignment shall be made by the authorized representative of the Township. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

14. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Lake, Illinois.

15. SEVERABILITY

The invalidity or unenforceability of one or more of the terms or provisions contained in this Contract shall not affect the validity or enforceability of the remaining terms and provisions of this Contract so long as the material purposes of this contract can be determined and effectuated.

16. INTERPRETATION

Any headings of the Contract are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and

construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Contract.

17. WAIVER OF BREACH

If either party waives a breach of any provision of this Contract by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

18. MERGER - AMENDMENT

This Contract sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties.

19. COUNTERPARTS

This Contract may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

20. EFFECTIVE DATE

The Effective Date of this Contract shall be the date executed by the Township Supervisor, and attested by the Township Clerk.

In Witness thereof, the said parties have executed and signed this contract

on _____, 2021.

ELA TOWNSHIP

BY: _____

Attest:

Lucy Prouty, Township Clerk

Corporate Name: _____

BY:

Its

Attest:

Secretary
(Corporate Seal)