



February 10, 2021

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for:

2021 BARRIER FENCE REPLACEMENTS

Quotes are due on **Wednesday, February 24, 2021 by 12:00 PM.** via email to tgirmscheid@waukeganparks.org or to the Parks Maintenance Facility located at 2211 Ernie Krueger Circle, Waukegan, IL 60087.

We appreciate your quoting on the enclosed item and welcome the opportunity to do business with you.

If you have any questions, please contact me at **847-360-4755** or by email at tgirmscheid@waukeganparks.org. Please note 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 Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

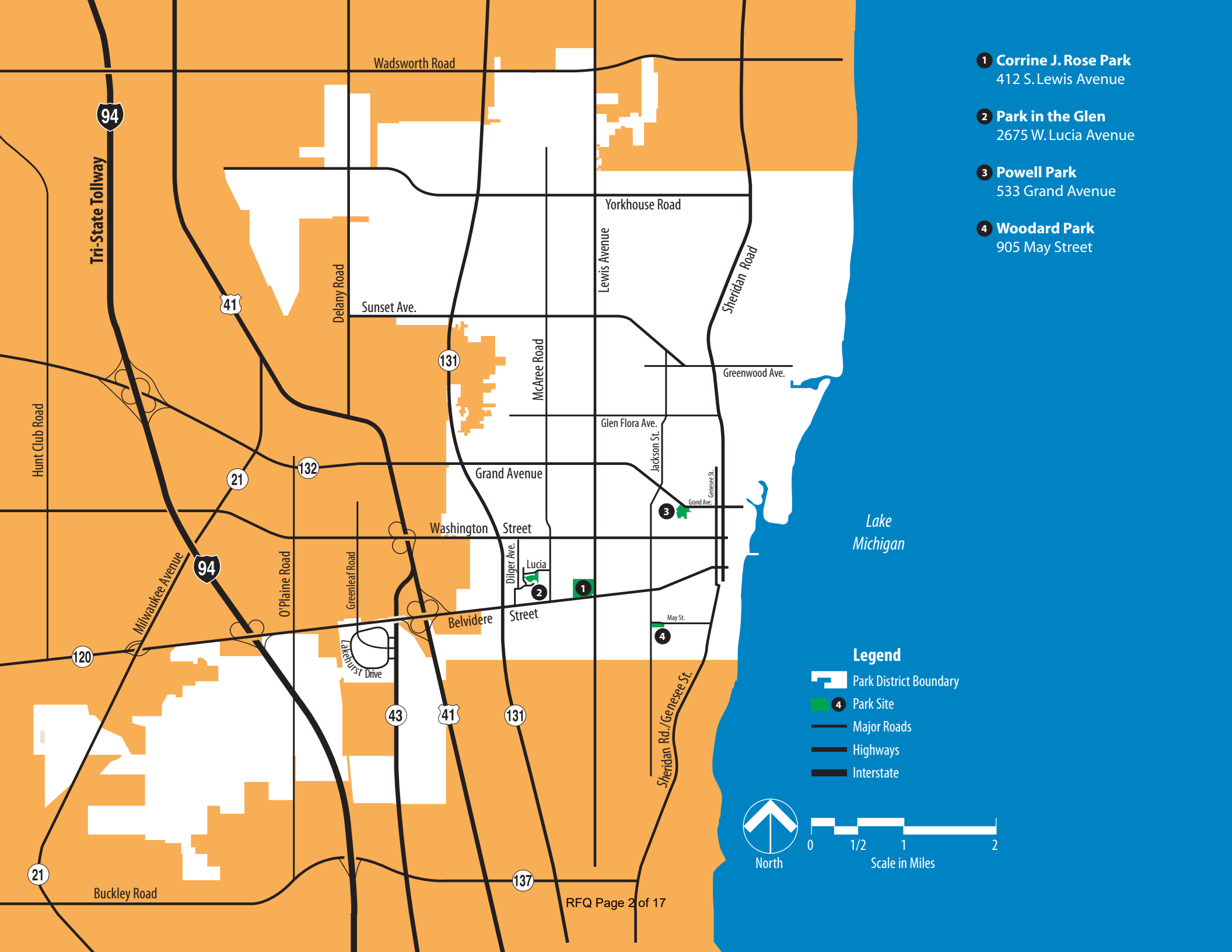
Sincerely,

Tim Girmscheid

Tim Girmscheid
Manager of Planning Services






TG/kdb

Enclosures: 1



- 1 Corrine J. Rose Park**
412 S. Lewis Avenue
- 2 Park in the Glen**
2675 W. Lucia Avenue
- 3 Powell Park**
533 Grand Avenue
- 4 Woodard Park**
905 May Street

Legend

-  Park District Boundary
-  Park Site
-  Major Roads
-  Highways
-  Interstate



WAUKEGAN PARK DISTRICT

BARRIER FENCE REPLACEMENTS PROJECT

Scope of Work:

1.0 GENERAL

Remove and dispose of existing fences located at Park in the Glen, Powell, Rose, and Woodard Parks. Please see attached maps for fence locations within the park and park addresses. Installation of wooden guardrail fence to match fence that was removed at each location. 8" x 8" posts by 8' centers. Top rail to be 4" x 10". Bottom rail to be 4" x 4".

2.0 PRODUCTS

- A. All wood type/grade and hardware to match existing fence.
- B. Approximately 186 linear feet (lf) of wooden guardrail fence (refer to park maps for approximate lf at each location).
- C. 8" x 8" posts.
- D. Top rail 4" x 10"
- E. Bottom rail 4" x 4".
- F. Concrete to be used to hold posts in place.

3.0 EXECUTION

- A. Existing fence and posts shall be removed and disposed of by the Contractor.
- B. Spoils from post digging will be used to fill holes and remainder may be spread on site by the contractor in a determined location agreed upon by Owner.
- C. Posts shall be installed in concrete. Minimum 15" diameter holes dug 42" deep with concrete from bottom to top of hole.
- D. 8" x 8" posts by 8' centers. Top rail to be 4" x 10". Bottom rail to be 4" x 4". Where existing posts are on 6' centers, installed length can vary to accommodate difference with owners approval.
- E. Cleanup and dispose of construction debris.

4.0 ACCEPTANCE

- A. Contractor is responsible to oversee the installation of the fence. Any damage or vandalism to the fence during the installation process shall require the contractor to repair damage or vandalism at no additional cost to the Owner. Contractor to provide a one-year warranty letter upon completion of the work.

5.0 QUOTE: For completion of all work described in the Barrier Fence Replacements Project Scope of Work, the contractor agrees to perform all work by **April 30, 2021**, for the following sum.

Park in the Glen Total _____ Dollars (\$ _____)
Powell Park Total _____ Dollars (\$ _____)
Rose Park Total _____ Dollars (\$ _____)
Woodard Park Total _____ Dollars (\$ _____)
Total Quote Price \$ _____ Dollars (\$ _____)

Note: The Park District anticipates accepting a minimum of 3 locations. Budget will determine if all 4 locations can be completed.

Please complete this sheet and return via email to tgirmscheid@waukeganparks.org by February 24, 2021 at 12:00 PM.

Company Name: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____ Title: _____
Signature: _____ Email: _____
Phone Number: _____ Date: _____

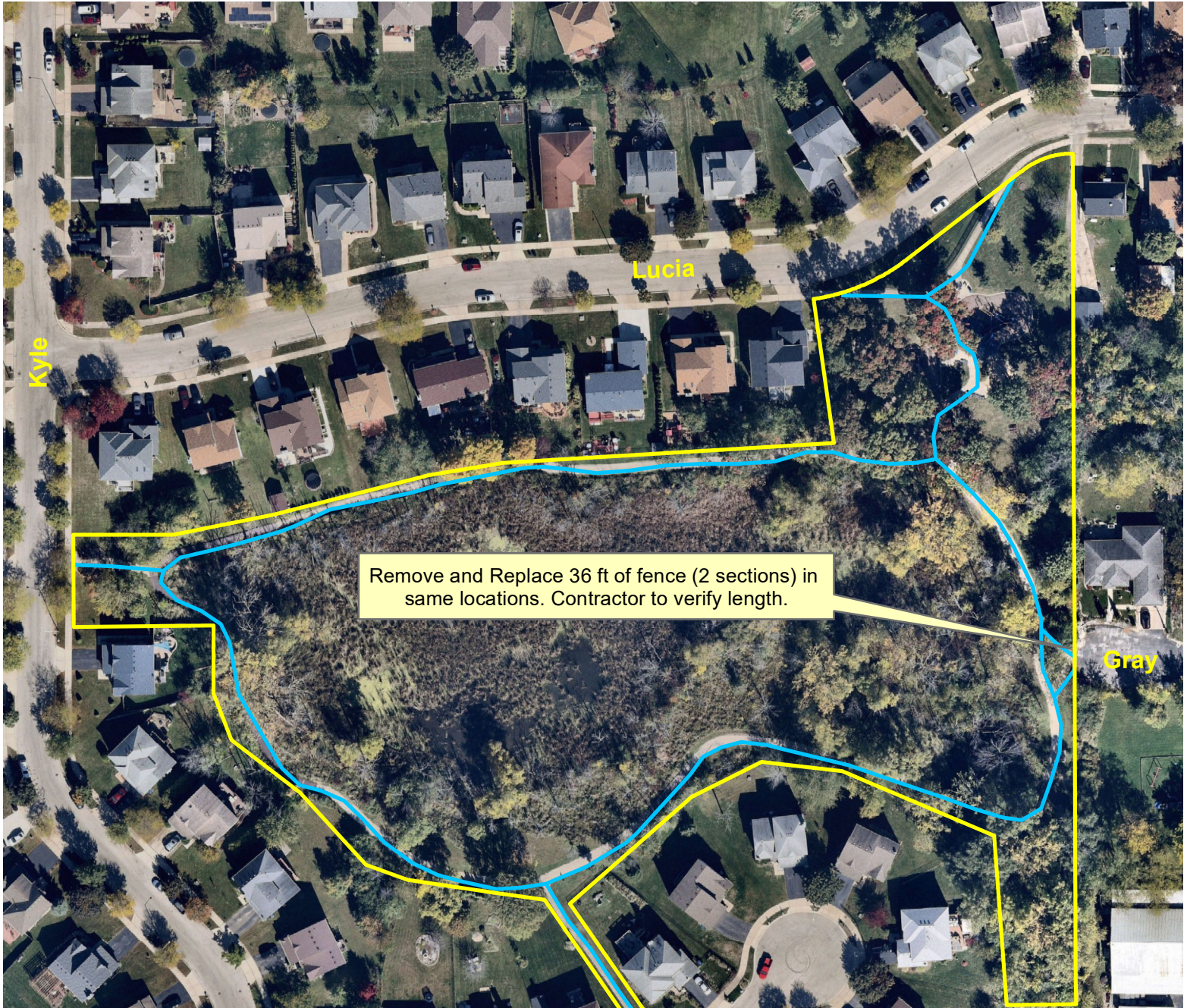
*****Contractor is required to give the Waukegan Park District a Certificate of Insurance per attached requirements prior to the start of work.*****



Park in the Glen Barrier Fence Replacement

2675 W Lucia Ave., Waukegan, IL

60 30 0 60 120 Feet



Legend

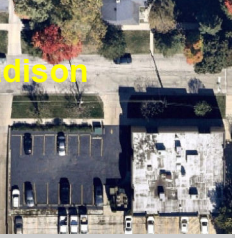
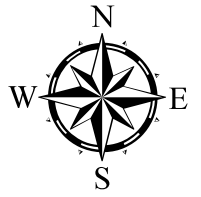
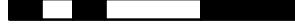
- Park Boundaries
- Paths



Powell Park Barrier Fence Replacement

533 Grand Ave. Waukegan, IL

75 37.5 0 75 150 Feet



Legend

- Park Boundaries
- Paths





Rose Park Barrier Fence Replacement

412 S Lewis Ave Waukegan, IL

90 45 0 90 180 Feet



Legend

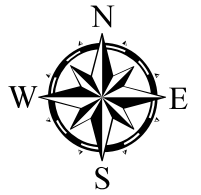
-  Park Boundaries
-  Paths



Woodard Park Barrier Fence Replacement

905 W May St., Waukegan, IL



60 30 0 60 120 Feet



Remove and Replace 36 ft of Fence (1 section) in same location. Contractor to verify length.



Legend

-  Park Boundaries
-  Paths

AGREEMENT FOR 2021 FENCE REPLACEMENTS

This Agreement for the **2021 Fence Replacements** (the "Agreement") is made this ___ day of _____, **2021**, by and between the Waukegan Park District, an Illinois park district ("Park District") and _____, an Illinois corporation ("Contractor"). Park District and Contractor are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

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

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at **Park in the Glen located at 2675 W. Lucia, Powell Park located at 533 Grand Avenue, Rose Park located at 412 South Lewis Avenue, and Woodard Park located at 905 May Street**, Waukegan, Illinois ("Project Site(s)"): _____, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposals, dated _____, **2021**, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; **the Bid/Project Documents/Specifications: 2021 Fence Replacements, attached to and incorporated as part of this Agreement as Exhibit A;** Contractor's Proposals, attached to and incorporated as part of this Agreement as **Exhibit B;** Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C;** Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit D;** Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E;** ~~Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as Exhibit F-1 and F-2;~~ and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Final Completion of the Work on or before **April 30, 2021.**

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

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

6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows: Lump Sum of _____ Dollars and ____ Cents (\$_____).

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of: a) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and c) Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other

documents as shall be necessary, in the sole judgment of the Park District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a **twelve (12) month period**, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed

in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
- (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.
- (ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

C. Should this agreement be terminated due to the inability or unwillingness of the Contractor to perform the work described under this agreement, the Contractor is responsible for paying any and all costs associated with the termination, including but not limited to, a new bid to procure services for project completion, fees to secure the worksite until work can be completed, and attorney's fees. After a formal bidding process has been completed by the Park District, and a new contractor is selected, based on statutorily defined procedure, the Contractor is also responsible for paying any cost above that which he/she had originally bid in the Bid Document.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. Contractor shall be licensed **and bonded** to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

15. Local, Women, and Minority Hiring Encouraged

Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.

16. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after

exhausting all possible administrative remedies. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver

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

20. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any

persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addressees:

If to Park District: Waukegan Park District
 2211 Ernie Krueger Circle
 Waukegan, IL 60087
 (Fax) 847-244-7345
 Attention: Tim Girmscheid

If to Contractor: _____

 _____, IL _____
 (Fax) _____
 Attention: _____

23. Entire Agreement; No Amendment

This Agreement and the Bid Document together contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this either Agreement shall be effective unless in writing dated a date subsequent to the date of this either Agreement and signed by an authorized representative of each Party. If this Agreement and the Bid Document are found to be in conflict, the Bid Document controls.

24. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

25. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

26. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT

By: _____
Jay Lerner

Its: Executive Director

By: _____
Printed Name: _____

Its: _____

WAUKEGAN PARK DISTRICT

NOTIFICATION OF PREVAILING WAGE REQUIREMENTS THAT AFFECT THIS PROJECT

TO WAUKEGAN PARK DISTRICT CONTRACTORS:

This letter will serve as notification that this Project (Identified Below) calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx

All contractors and subcontractors rendering services under this project must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Payment by the District for work performed that is subject to the Illinois Prevailing Wage Act is conditional on submission of contractors/subcontractors certified payrolls. Contractors shall timely submit certified payroll and all information required by the Act to the Illinois Department of Labor at its **Prevailing Wage Portal** and shall comply with all the requirements of the Act, 820 ILCS 130/0.01 et seq. The Park District must receive proof of submission to the portal before remitting payment. www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx

Any questions regarding this or any other prevailing wage issues should be addressed to the Illinois Department of Labor at (217) 782-1710 or www2.illinois.gov/idol/

(Completed by the District)

Project: _____

By: _____ Email: _____ Phone: _____

Date Sent: _____ Sent Via: Email: Fax: U.S. Mail: Hand Delivery:

(Completed by Contractor)

Company Name: _____

Contact Person _____ Email: _____ Phone: _____

Description of Work: _____

You agree to pay Prevailing Wage for this Job and provide certified payroll? Yes No

If yes, you must submit certified payroll to the Prevailing Wage Portal before payment will be issued by Waukegan Park District. Certified Payroll documentation is due no later than the 15th of the following month in which the work was performed. The District will pay per the Prompt Payment Act (50 ILCS 505/2, et seq.).

Signature of Contractor's Contact Person: _____

Date Returned: _____ Returned Via: Email: Fax: U.S. Mail: Hand Delivery:

1324 Golf Rd • Waukegan, Illinois 60087 • waukeganparks.org