



January 21, 2019

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for:

**2019 JACK BENNY CENTER BATHROOM RENOVATIONS**

Quotes are due on Tuesday, **February 5, 2019 at 10:00 AM**. Via email to [tgirmscheid@waukeganparks.org](mailto:tgirmscheid@waukeganparks.org) or to Parks Maintenance Facility located at 2211 Ernie Kruger Circle, Waukegan, IL 60087. The quotes should be clearly labeled "2019 Jack Benny Center Bathroom Renovations".

**A pre-bid meeting will be held at the Jack Benny Center, 39 Jack Benny Road, Waukegan, Illinois, at 10:00 AM Friday, January 25, 2019.** This meeting will be used to review the Specifications and give anyone quoting on the project the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

We appreciate your quote 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](mailto: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  
Manager of Planning Services

TG/kdb

Enclosures: 1

# WAUKEGAN PARK DISTRICT

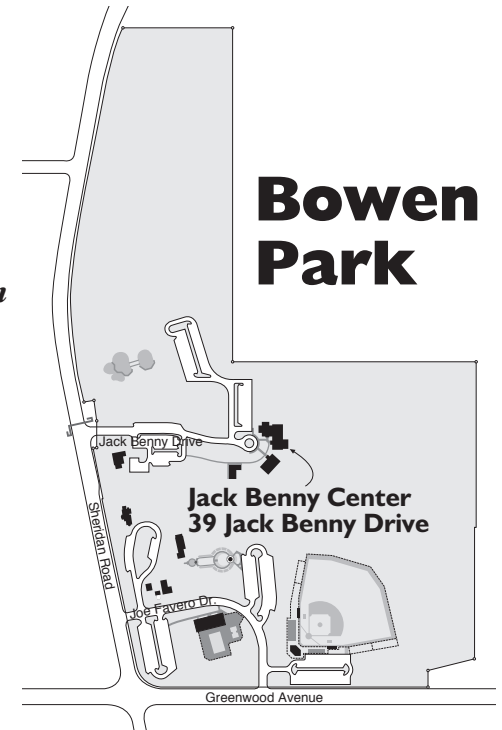
1324 Golf Road  
Waukegan, Illinois 60087

## LOCATION MAP



**Bowen Park**  
See map at right

*Lake Michigan*



**Bowen Park**

**Jack Benny Center**  
39 Jack Benny Drive

### LEGEND

- MAJOR ROADS
- HIGHWAYS
- INTERSTATE



NORTH



SCALE IN MILES (MAIN MAP)

# WAUKEGAN PARK DISTRICT

## 2019 JACK BENNY CENTER RESTROOM RENOVATIONS

### Scope of Work:

#### 1.0 GENERAL

Restroom renovations as indicated in sheet E1, A1, A2, A3 and general conditions information provided by Design Studio C, LTD specifications.

#### 2.0 PRODUCTS

- A. Refer to sheets E1, A1, A2, A3 and general conditions provided by Design Studio C, LTD for specific product details.
- B. Demolish as specified in drawings and specifications.
- C. Move (2) existing ADA toilets and associated plumbing to be 1'-6" from partitions to meet ADA specification
- D. Provide and install (3) Sloan G2 8111 Automatic Flush Valves to be added to existing toilets.
- E. Accessible Urinal: Replace existing with American Standard Washbrook with electronic battery flush valve system 0.5 GPF Model 6590.505.
- F. Provide and install (2) Swanstone Countertops with integrated bowls and backsplashes – ADA complaint, Color: Bermuda Sand.
- G. Provide and install (2) Touchless Faucet, AC Powered, Sloan SF-2100.
- H. Replace 2 existing grab bars behind ADA toilets. Re-position (2) existing partition grab bars if bars if partitions are replaced as an alternate. All grab bar assemblies to be 1 ½" diameter stainless steel and resist a horizontal thrust of 50 P.L.F. applied at the top of the railing or a 250 pound load applied in any direction, whichever is the most restrictive for each and every condition.
- I. Provide 2x6 backup supports for wall-hung lavatories, grab bars and all other wall hung accessories as required.
- J. Provide and install (2) Paper Towel Dispensers: Bobrick B-4262 Contura Series.
- K. Install (2) Toilet Paper Dispensers provided by the Waukegan Park District.
- L. Provide and Install (2) Foam Soap Dispenser: Bradley 6A01.
- M. Provide and Install (4) 2'0" x 3'0" x ¼" Plate Glass Mirror: Bradley Model 780-024360 mount with reflective surface.
- N. Provide and Install (2) Accessible signs with appropriate raised characters as noted in sheet A3.
- O. Provide and Install (1) Hi-Lo Drinking Fountain with bottle filler: Elkay LZSTL8WSLK.
- P. Provide and Install (6) Lights - 4' Linera wall mounted light fixtures – Semi-indirect LED Axis ARCWLEDAL80/20-1000-890-40NOS#
- Q. Install (2) Occupancy Sensing Switches provided the Waukegan Park District
- R. Paint all walls and ceilings per specifications. Owner to select color and finish sheen.
- S. Refinish (2) existing entry doors per specifications.
- T. Alternate Price: Bradmar Bathroom Partitions – Buttermilk or Linen, color to be determined by Waukegan Park District.

#### 3.0 EXECUTION

- A. Remove and dispose of items as detail on A1 plan.
- B. Electrical work to be completed as indicated on sheet E1.
- C. Install new items as indicated on sheets A2 and A3.
- D. Refinish existing doors to match floor color as noted on sheet A2.
- E. Install items provided by the Waukegan Park District as indicated on sheet A3.

- F. Walls to be painted as noted in specification details. Paint color to be determined during construction.
- G. Cleanup and dispose of construction debris.

**4.0 ACCEPTANCE**

- A. Contractor is responsible to oversee the renovations as outlined in the architectural plans. Any damage or vandalism occurring during the renovation process shall require the contractor to repair damage or vandalism at no additional cost to the Owner. The contractor shall provide a one year warranty letter at time of invoicing.

# WAUKEGAN PARK DISTRICT

## 2019 JACK BENNY CENTER RESTROOM RENOVATIONS QUOTE:

### **Total Quote:**

For completion of all work described in the Jack Benny Center Restroom Renovations Project Scope of Work, the contractor agrees to perform all work by **April 30, 2019**, for the following sum.

Contract Total \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

### **Alternate Prices:**

1. Removal of existing partitions and install of new Bradmar partitions.

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Please complete this sheet and return via email to [tgirmscheid@waukeganparks.org](mailto:tgirmscheid@waukeganparks.org) by February 5, 2019 at 12:00 PM.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

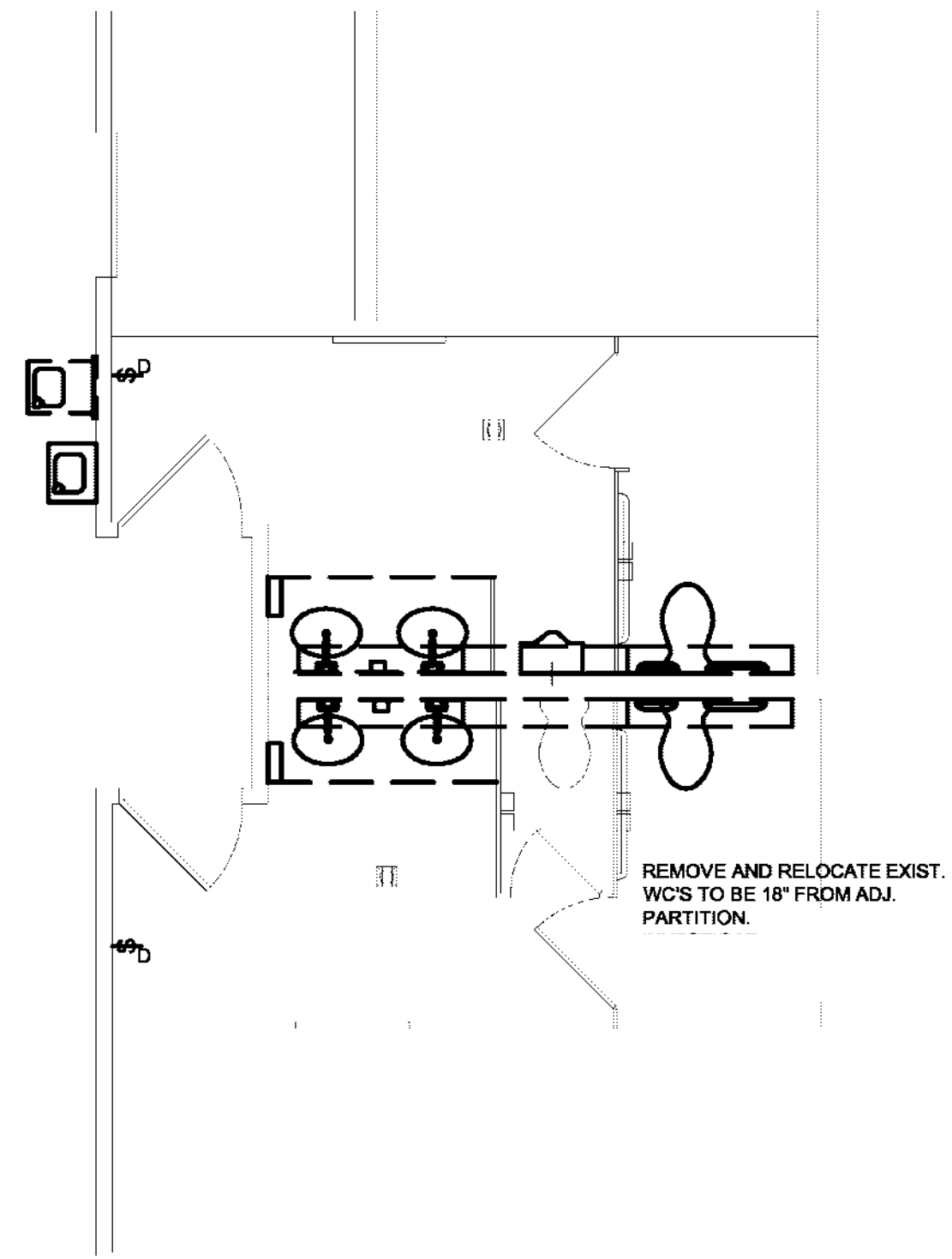
Signature: \_\_\_\_\_

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. \*\*\***





**DEMOLITION PLAN**  
 1/8" = 1'-0"

**STATEMENT OF COMPLIANCE:**

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT TO THE BEST OF MY KNOWLEDGE, BELIEF AND EXTENT OF MY CONTRACTUAL OBLIGATION, THAT THEY ARE IN COMPLIANCE WITH THE "ENVIRONMENTAL BARRIERS ACT," THE ILLINOIS ACCESSIBILITY CODE (71 ILL. ADM CODE 400) AND THE LOCAL BUILDING CODES AND ORDINANCES.

SIGNED: \_\_\_\_\_

ILLINOIS REGISTRATION NUMBER: 1-018734

EXPIRES: NOVEMBER 30, 2020

NOTE: ARCHITECT'S STAMP MUST BE STAMPED IN BLUE INK TO AUTHENTICATE THAT THIS SET OF DRAWINGS IS AN ORIGINAL SET AND NOT A REPRODUCTION.

DESIGN FIRM #184-002079 EXPIRES: 4/30/2019

**DRAWING INDEX**

- A1 DEMOLITION PLAN
- A1 RESTROOM FLOOR PLAN, FINISH SCHEDULE
- A2 INTERIOR ELEVATIONS
- E1 ELECTRICAL PLAN, ELECTRICAL LEGEND

**BUILDING INFORMATION**

SCOPE OF WORK: INTERIOR REMODELING AT EXISTING RESTROOMS

**APPLICABLE CODES:**

- 2012 INTERNATIONAL BUILDING CODE
- 2011 NATIONAL ELECTRICAL CODE
- 2014 ILLINOIS PLUMBING CODE
- 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 2012 INTERNATIONAL FUEL GAS CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL FIRE CODE
- 1998 ILLINOIS ACCESSIBILITY CODE
- NFPA 101 LIFE SAFETY CODE

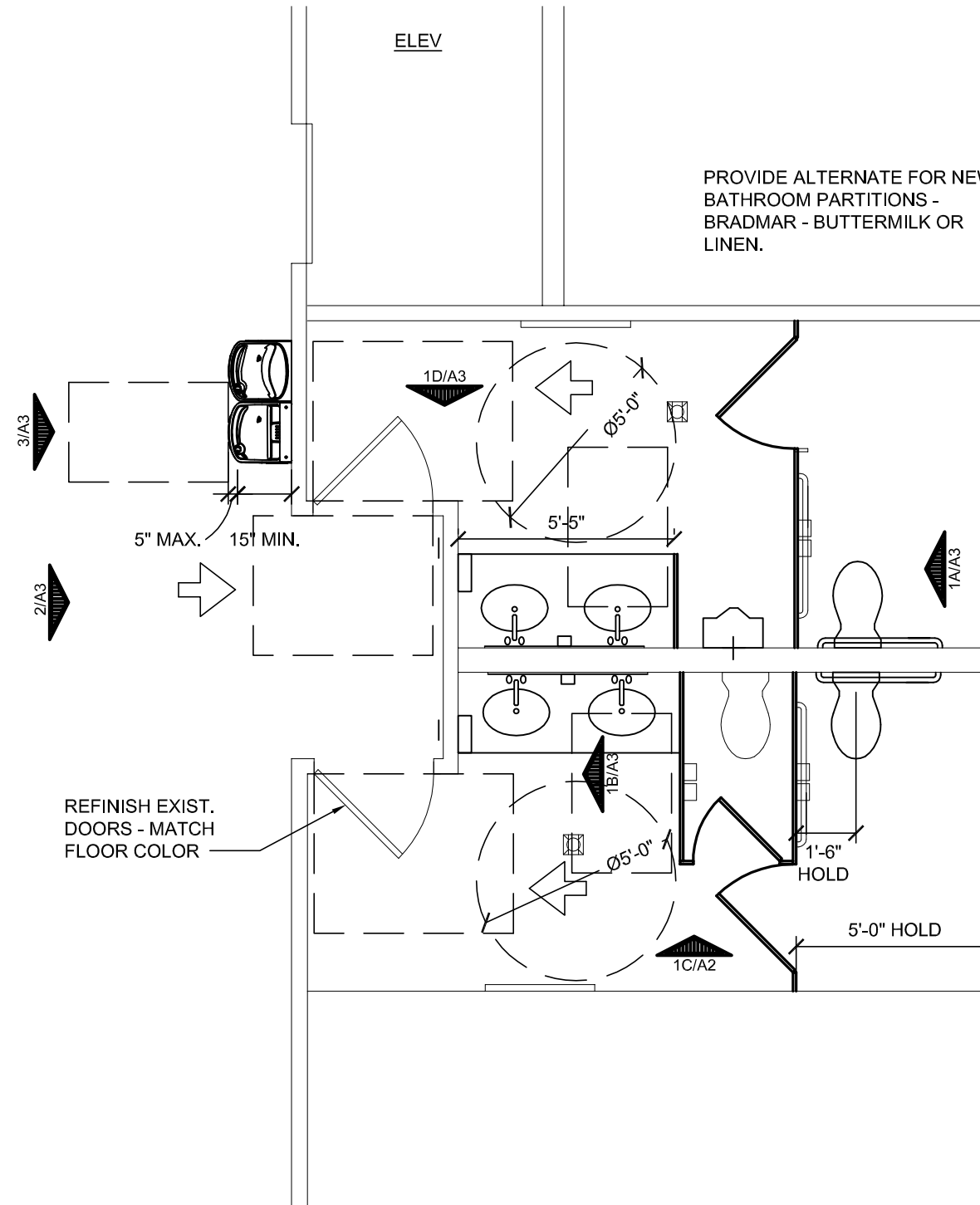
**DESIGN STUDIO C, LTD.**  
 13 N. GENESEE STREET  
 WAUKEGAN, ILLINOIS 60085  
 (847) 775-1550

**INTERIOR REMODELING FOR JACK BENNY CENTER**  
**WAUKEGAN PARK DISTRICT**  
 39 JACK BENNY DRIVE, WAUKEGAN, IL 60087

SHEET:  
**A1**  
 PROJ NO: 2018-030  
 DATE: 01.14.2019

# ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR		BASE		WALLS		CEILING	PARTITIONS		F.C.			REMARKS				
		1	2	1	2	1	2	3	1	2	3	A	B		C			
		EXISTING LVT	CARPET	VINYL COMPOSITE TILE	CERAMIC TILE	EXISTING 4" VINYL BASE	NONE		EXIST GYP. BD. (PAINT)	TYPE 'X' GYP. BD. (PAINT)	GYPSUM BOARD (PAINT EXIST.)	2x4 SUSPENDED ACOUST. CLG. TILE	BRADMAR (BUTTERMILK OR LINEN)				CLASS A: MAX FLAME SPREAD 25 CLASS B: MAX FLAME SPREAD 75 CLASS C: MAX FLAME SPREAD 200	1. VERIFY ALL FINISHES W/ OWNER. 2. MAXIMUM SMOKE DEVELOPED: 450 3. ALL COMMERCIAL KITCHEN FINISHES SHALL BE LIGHT COLORED AND EASILY WASHABLE. A = ALTERNATE
-	MEN'S RESTROOM	1	-	-	2	-	-	1	-	-	1	-	1	-	-	-	C	
-	WOMEN'S RESTROOM	1	-	-	2	-	-	1	-	-	1	-	1	-	-	-	C	PAINT COLORS TO BE SELECTED BY OWNER



1  
A2

## PARTIAL FLOOR PLAN

1/8" = 1'-0"

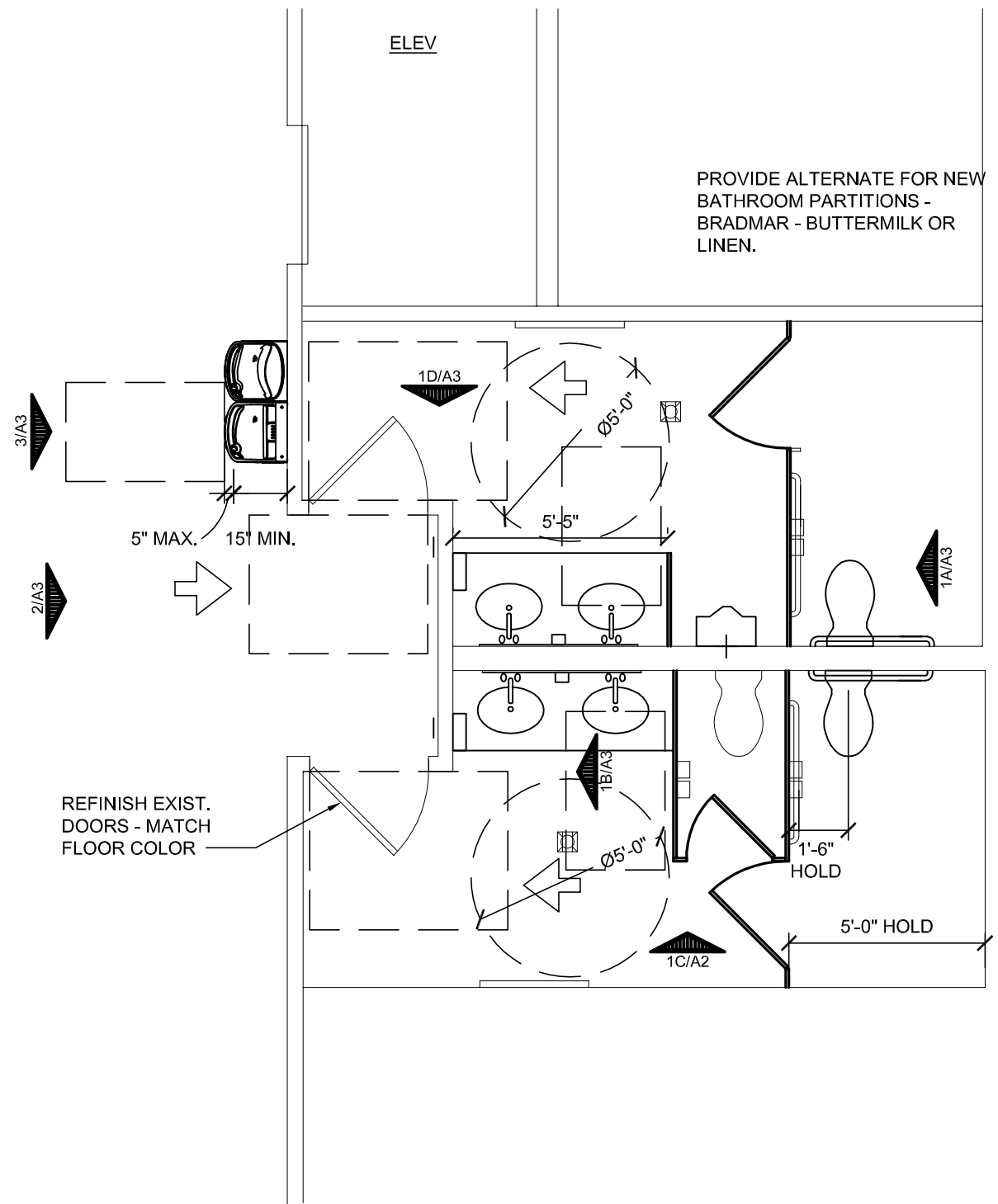
DESIGN STUDIO C, LTD.  
13 N. GENESEE STREET  
WAUKEGAN, ILLINOIS 60085  
(847) 775-1550

INTERIOR REMODELING FOR JACK BENNY CENTER  
WAUKEGAN PARK DISTRICT  
39 JACK BENNY DRIVE, WAUKEGAN, IL 60087

SHEET:  
A2  
PROJ NO: 2018-030  
DATE: 01.14.2019

# ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR		BASE		WALLS		CEILING		PARTITIONS		F.C.		REMARKS	
		1	2	1	2	1	2	1	2	1	2	1	2		3
		EXISTING LVT	CARPET	VINYL COMPOSITE TILE	CERAMIC TILE	EXISTING 4" VINYL BASE	NONE								1. VERIFY ALL FINISHES W/ OWNER. 2. MAXIMUM SMOKE DEVELOPED: 450 3. ALL COMMERCIAL KITCHEN FINISHES SHALL BE LIGHT COLORED AND EASILY WASHABLE. A = ALTERNATE
		1	2	3	4	1	2	3	4	5	6	1	2	3	
		EXISTING GYP. BD. (PAINT)	TYPE 'X' GYP. BD. (PAINT)	GYPSUM BOARD (PAINT EXIST.)	2X4 SUSPENDED ACOUST. CLG. TILE	BRADMAR (BUTTERMILK OR LINEN)						CLASS A: MAX FLAME SPREAD 25	CLASS B: MAX FLAME SPREAD 75	CLASS C: MAX FLAME SPREAD 200	
-	MEN'S RESTROOM	1	-	-	-	2	-	-	-	-	-	1	-	-	PAINT COLORS TO BE SELECTED BY OWNER
-	WOMEN'S RESTROOM	1	-	-	-	2	-	-	-	-	-	1	-	-	PAINT COLORS TO BE SELECTED BY OWNER



1  
A2

## PARTIAL FLOOR PLAN

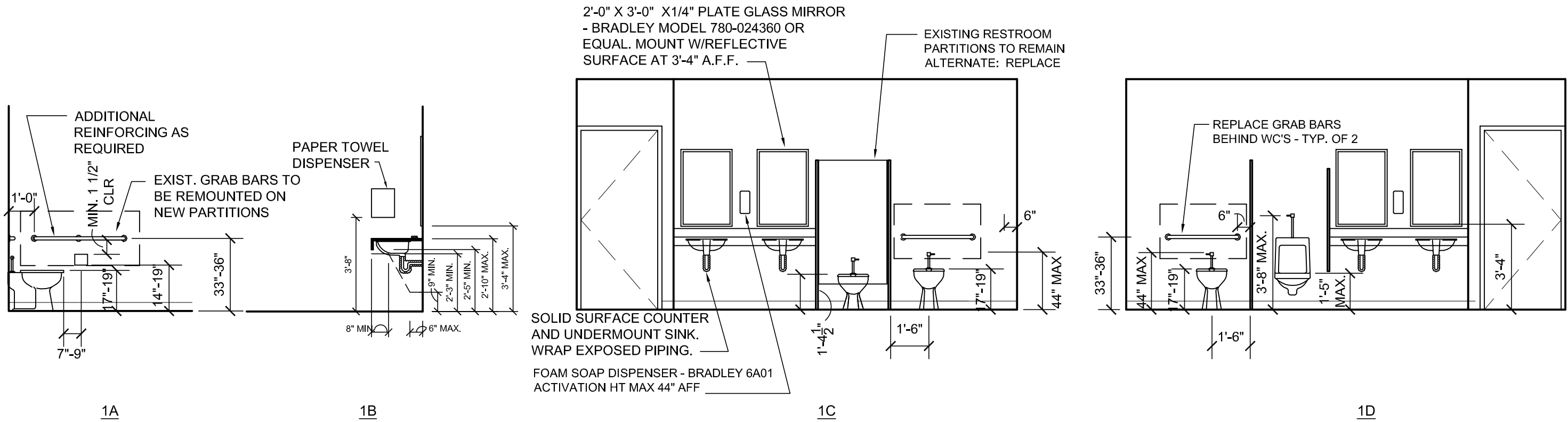
1/8" = 1'-0"

DESIGN STUDIO C, LTD.  
13 N. GENESEE STREET  
WAUKEGAN, ILLINOIS 60085  
(847) 775-1550

INTERIOR REMODELING FOR JACK BENNY CENTER  
WAUKEGAN PARK DISTRICT  
39 JACK BENNY DRIVE, WAUKEGAN, IL 60087

SHEET:  
A2  
PROJ NO: 2018-030  
DATE: 01.14.2019





**TOILET ROOM NOTES:**

ACCESSIBLE TOILETS TO BE:  
EXISTING ACCESSIBLE TOILETS,  
RELOCATED, WITH NEW AUTOMATIC FLUSH  
VALVE SLOAN G2 8111

ACCESSIBLE URINAL TO BE: AMERICAN  
STANDARD WASHBROOK W/SELECTIONIC  
BATTERY FLUSH VALVE SYSTEM 0.5 GPF  
MODEL 6590.505

SWANSTONE COUNTERTOP WITH  
INTEGRATED BOWL AND BACKSPASH - ADA  
COMPLIANT, COLOR - BERMUDA SAND

TOUCHLESS FAUCET, AC POWERED. SLOAN  
SF-2100

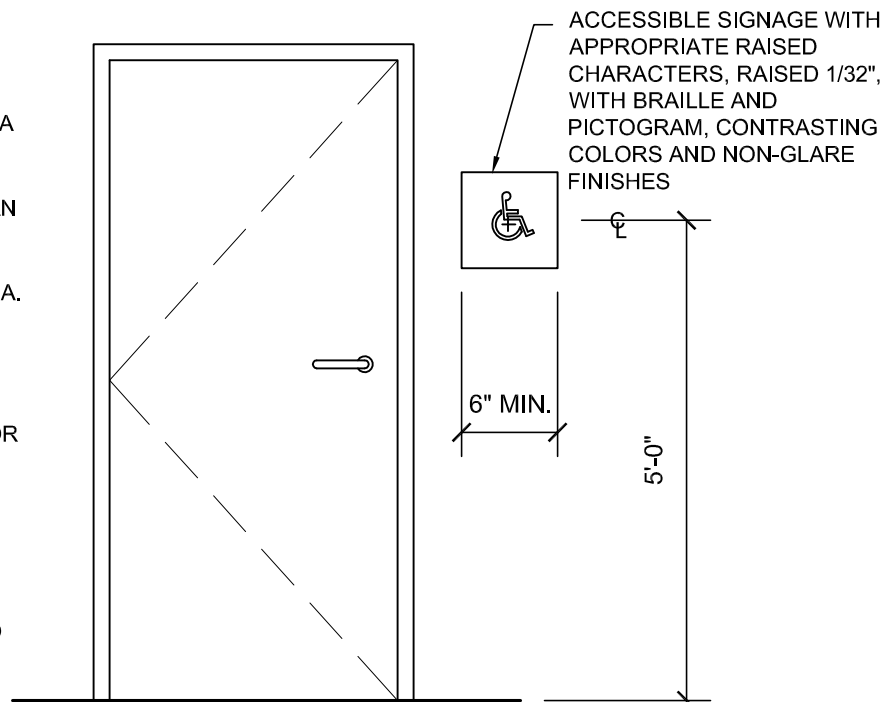
ALL GRAB BAR ASSEMBLIES TO BE 1 1/2" DIA.  
STAINLESS STEEL AND RESIST A  
HORIZONTAL THRUST OF 50 P.L.F. APPLIED  
AT THE TOP OF THE RAILING OR A 250  
POUND LOAD APPLIED IN ANY DIRECTION -  
WHICHEVER IS THE MOST RESTRICTIVE FOR  
EACH AND EVERY CONDITION.

TOILET PAPER DISPENSER:  
PROVIDED BY OWNER.

PROVIDE 2x6 BACKUP SUPPORTS FOR  
WALL-HUNG LAVATORIES, GRAB BARS AND  
ALL OTHER WALL HUNG ACCESSORIES AS  
REQUIRED.

PAPER TOWEL DISPENSER: BOBRICK B-4262  
CONTURA SERIES

1  
A3  
**INTERIOR ELEVATIONS**  
1/4" = 1'-0"

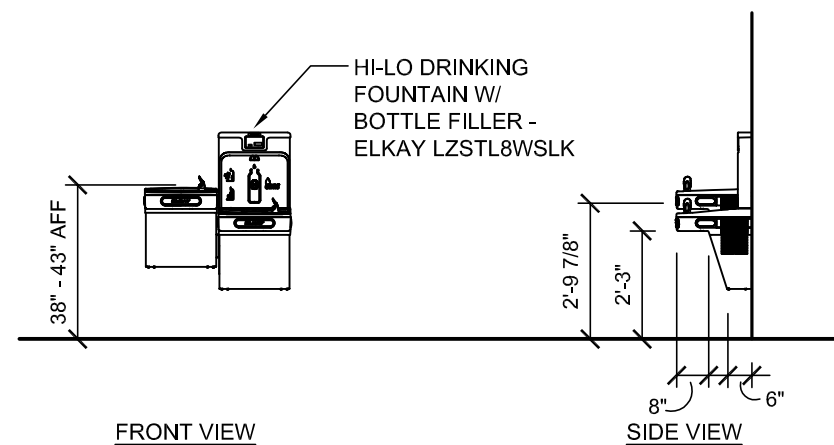


2  
A3  
**SIGN MOUNTING DETAIL**  
1/2" = 1'-0"



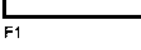

ACCESSIBLE SIGNAGE NOTES:  
PERMANENT ROOM SIGNAGE SHALL ALSO HAVE  
RAISED CHARACTERS AND BRAILLE, WITH  
CONTRASTING COLORS AND NON-GLARE  
FINISHES.

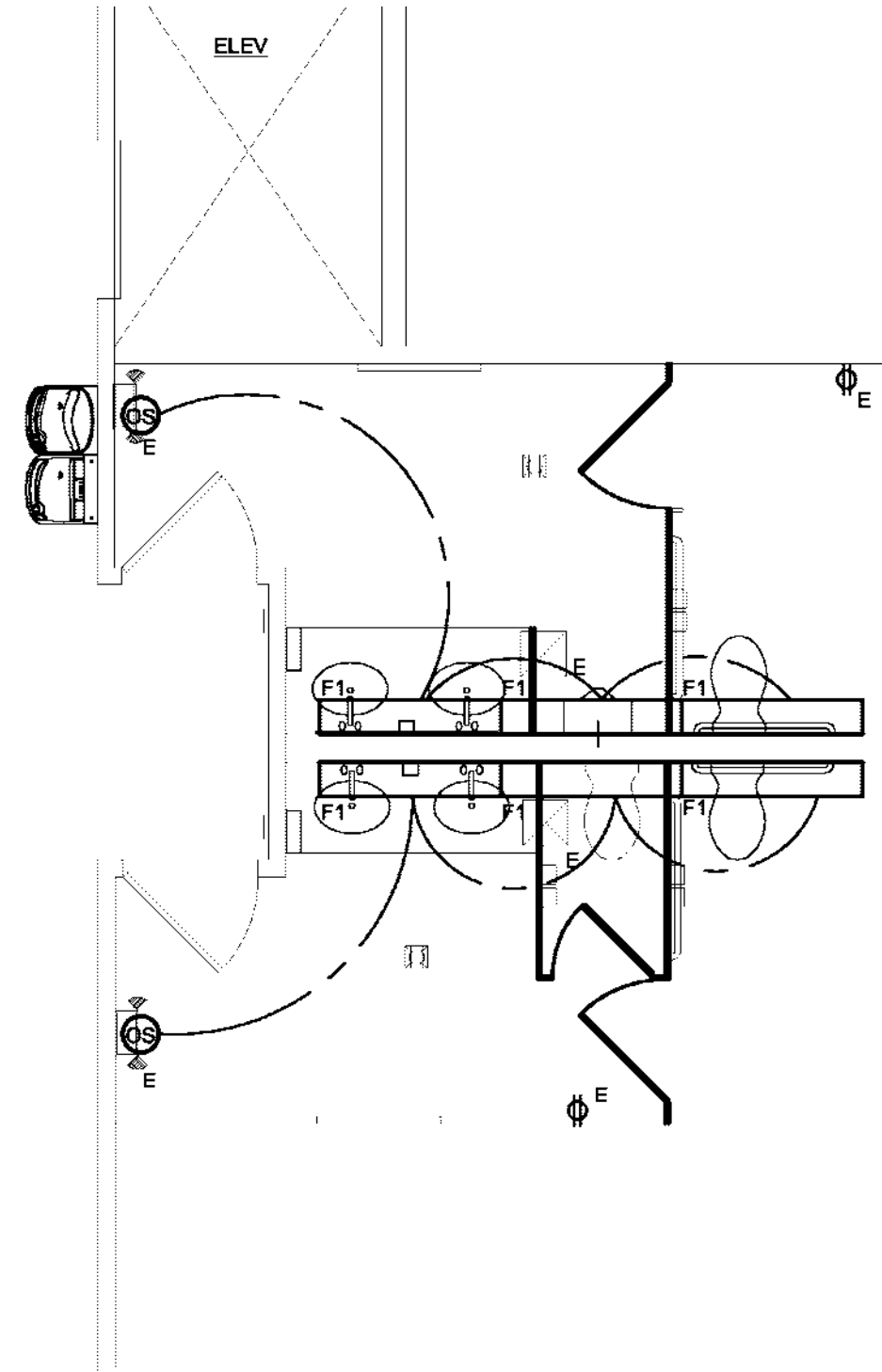
PERMANENT DIRECTIONAL OR INFORMATIONAL  
SIGNAGE SHALL HAVE A WIDTH-TO-HEIGHT  
RATIO BETWEEN 3:5 AND 1:1 AND A  
STROKE-WIDTH-TO-HEIGHT RATIO BETWEEN 1:5  
AND 1:10. CHARACTER HEIGHT SHALL BE SIZED  
ACCORDING TO THE VIEWING DISTANCE FROM  
WHICH THEY ARE TO BE READ. WHEN  
MOUNTED AT 60°, MIN. CHARACTER HEIGHT  
SHALL BE 3" (BASED ON UPPER CASE 'X').  
CHARACTERS AND BACKGROUNDS SHALL BE  
CONTRASTING AND WITH NON-GLARE FINISHES.

WHEN THERE IS NOT SPACE TO THE LATCH SIDE  
FOR MOUNTING ROOM SIGNS, SIGNS SHALL BE  
PLACED ON THE NEAREST ADJACENT WALL.



3  
A3  
**DRINKING FOUNTAIN DETAIL**  
1/4" = 1'-0"

ELEC POWER / LIGHTING LEGEND	
	DUPLEX RECEPTACLE
	GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE
	4' LINEAR WALL MOUNTED LIGHT FIXTURE SEMI-INDIRECT LED AXIS ARCWLED80/20-1000-890-40 W/O/S#
	OCCUPANT SENSOR SET TO AUTOMATICALLY TURN OFF LIGHTS WITHIN 30 MINUTES OF ALL OCCUPANTS LEAVING THE SPACE - LEVITON OR EQUAL



1  
E1

**ELECTRICAL PLAN**

1/8" = 1'-0"

SHEET: <b>E1</b> PROJ NO: 2017- DATE: 01.14.2019	<b>INTERIOR REMODELING FOR JACK BENNY CENTER</b> <b>WAUKEGAN PARK DISTRICT</b> 39 JACK BENNY DRIVE, WAUKEGAN, IL 60087	<b>DESIGN STUDIO C, LTD.</b> 13 N. GENESEE STREET WAUKEGAN, ILLINOIS 60085 (847) 775-1550
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Division 1-General Conditions:

1.01 General Conditions as specified in the AIA Document: A205, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT shall apply to this project in addition to the following conditions:

a. BUILDING CODE:

All work shall be done in accordance with the requirements of the Local Building Ordinance (most recent revision) and any other applicable codes and standards.

b. EXAMINATION OF SITE

The Contractor shall visit and carefully examine site of proposed work and acquaint himself with the conditions under which work will be performed and the nature and extent of the work involved.

c. SITE CONDITION

In the event that any conflict is discovered between actual conditions and conditions described on Drawings or in the General Notes, Contractor shall call such conflict to the attention of Architect and request clarification before their proposal is submitted.

If the Contractor finds any details, construction procedures or materials shown on the Drawings or called for in the General Notes which he believes are not satisfactory for the use shown, he shall notify the Architect during the bidding period.

Signing of the Contract and starting work by the Contractor shall indicate his agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate his willingness to construct the project in accordance with these Documents and to guarantee the complete project in full compliance with the guarantee provisions of the Contract Documents.

d. INSURANCE

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

Limits of liability shall be not less than \$1,000,000/2,000,000. Architect and Owner are to be named as additional insured's. Such coverage shall be primary and non-contributory as respects Architect and Owner. Contractor shall submit Certificates of Insurance evidencing coverage prior to commencing any work.

e. PERMITS

The Contractor shall be responsible for the procurement of all required building permits-Owner to reimburse fees. Permits shall be obtained before proceeding with construction.

f. SHOP DRAWINGS

The contractor shall provide shop drawings and samples for review by the Architect for the following trades: plastic toilet compartment partitions, lavatory countertops.

g. COORDINATION WITH OWNER

The Contractor shall meet with the building Owner prior to submitting a bid on this project and review Owner's regulations and building procedures.

Within seven (7) calendar days of acceptance of the Contractor's Bid Proposal the Contractor shall provide to the Owner and Architect a Project Construction Schedule in GANT chart format highlighting Critical Path Milestones and projected date of Substantial Completion.

Contractor shall be responsible for arranging delivery of materials with the Owner. The installation of temporary barricades in public areas or on the exterior of building must meet with the Owner's approval.

h. SUBSTITUTIONS

Substitutions of materials or equipment specified on Drawings or in the General Notes are not acceptable unless written approval has been obtained from the Owner or Architect.

i. WARRANTY

All work in this contract shall be warranted against any defective materials or workmanship for one year after date of Substantial Completion. Any defective material or workmanship shall be repaired or replaced at no additional cost to Owner.

General Project Information:

Building Type: \_\_\_\_\_

Building Size: \_\_\_\_\_

Lot Size: \_\_\_\_\_

Building Code: \_\_\_\_\_

Electric Code: \_\_\_\_\_

Plumbing Code: \_\_\_\_\_

Design Loads:

Floor:            40 PSF Live Load            40 PSF Dead Load

Roof:            30 PSF Live Load            30 PSF Dead Load

Soil Pressure: \_\_\_\_\_

Note: Verify design loads with local codes and site conditions. Check with local building department officials for wind, seismic, snow or other special loading conditions.

## Division 0 – Procurement and Contracting Requirements

- 0.01 This set of construction documents is exclusively for use at the property at Jack Benny Center, Waukegan. If any other address is shown in the title block or an address is not shown, please contact the architect at 847-775-1550.
- 0.02 The Contract Documents dated DATE (permit only) were prepared by Design Studio C, Ltd. of Waukegan, IL.
- 0.03 Limitation of Warranty of Architect's Instruments of Service. The Architect and His consultants do not warrant or guarantee the accuracy and completeness of the deliverables herein beyond reasonable diligence. If any mistakes, omissions, or discrepancies are found to exist within the deliverables, the Architect shall be promptly notified so that he may have the opportunity to take whatever steps necessary to resolve them. Failure to promptly notify the Architect of such conditions shall absolve the Architect from any responsibility for the consequences of such failure. Actions taken without the knowledge and consent of the architect, or in contradiction to the Architect's deliverables or recommendations shall become the responsibility not of the Architect, but of the parties responsible for taking such action.
- 0.04 Ownership and Use of Architect's Drawings, Specifications and Other Documents. Documents prepared by DESIGN STUDIO C, LTD. are instruments of DESIGN STUDIO C, LTD.'s service for use solely with respect to this project. DESIGN STUDIO C, LTD. shall retain all common law, statutory, and other reserved rights, including the copyright. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier for other projects or for additions to this project outside of the scope of Work without the specific written consent of DESIGN STUDIO C, LTD.
- 0.05 Design Without Construction Administration – It is understood and agreed that DESIGN STUDIO C, LTD.'s basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against DESIGN STUDIO C, LTD. that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DESIGN STUDIO C, LTD., its officers, directors, employees and subconsultants (collectively, DESIGN STUDIO C, LTD.) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of DESIGN STUDIO C, LTD.
- 0.06 Architect's site visits – If requested by the Client or Contractor, DESIGN STUDIO C, LTD. shall visit the site at intervals appropriate to the various stages of construction as DESIGN STUDIO C, LTD. deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Such visits and observations by DESIGN STUDIO C, LTD. are not intended to be exhaustive or to extend to every aspect of the

work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to DESIGN STUDIO C, LTD. in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on DESIGN STUDIO C, LTD.'s exercise of professional judgment. Based on information obtained during such visits and such observations, DESIGN STUDIO C, LTD. shall endeavor to determine, in general, if such work is proceeding in accordance with the contract documents and DESIGN STUDIO C, LTD. shall keep Client informed of the progress of the work. The purpose of DESIGN STUDIO C, LTD.'s visits to the site will be to enable DESIGN STUDIO C, LTD. to better carry out the duties and responsibilities assigned to and undertaken by DESIGN STUDIO C, LTD. hereunder including, but not limited to, visits during the Construction Phase. DESIGN STUDIO C, LTD. shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall DESIGN STUDIO C, LTD. have the authority over or the responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work.

Accordingly, DESIGN STUDIO C, LTD. neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, DESIGN STUDIO C, LTD. will provide such services as the resident project representative as an Additional Service.

DESIGN STUDIO C, LTD. shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. DESIGN STUDIO C, LTD. shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

- 0.07 Acceptance: Signing of the Contract and starting work by the Contractor shall indicate his agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate his willingness to construct the project in accordance with these Documents and to guarantee the complete project in full compliance with the guarantee provisions of the Contract Documents.

#### Division 1 - General Requirements

- 1.01 All work shall be done in accordance with the requirements of the Local Building Ordinance (most recent revision) and any other applicable codes and standards.
- 1.02 All A.S.T.M. designations shall be as amended to date.
- 1.03 The Contractor shall verify all plans, dimensions and site conditions and he shall notify the Architect of any discrepancies before starting work.

- 1.04 All omissions or conflicts between the various elements of the working drawings and/or specifications shall be brought to the attention of the Architect before proceeding with any related work.
- 1.05 Within seven (7) calendar days of acceptance of the Contractor's Bid Proposal the Contractor shall provide to the Owner and Architect a Project Construction Schedule in GANT chart format, highlighting Critical Path Milestones and projected date of Substantial Completion.
- 1.06 No structural changes from the approved plans shall be made in the field during construction without written approval from the Architect prior to making such changes. If changes are made without prior written approval, it shall be the responsibility of the Contractor involved to replace or repair the condition as directed by the Architect. The Building Inspector has no authority to approve structural changes without confirmation by the Architect.
- 1.07 All materials, supplies and equipment shall be installed as per manufacturer's specifications and as per local codes and requirements.
- 1.08 General contractor is responsible for the daily removal of construction debris and shall thoroughly clean and remove all debris upon completion of final work inclusive of all trades designated herein as N.I.C.
- 1.09 Contractor shall be responsible for receiving and inspecting materials.
- 1.10 Contractor shall be responsible for properly storing materials and products.
- 1.11 All exterior walls are dimensioned to outside of sheathing.
- 1.12 All interior walls are dimensioned from finish to finish.
- 1.13 Calculated dimensions take precedence over scaled dimensions.
- 1.14 All angled walls on floor plans are at a 45-degree angle, unless otherwise noted.
- 1.15 All materials, supplies and equipment shall be installed as per manufacturer's specifications and as per local codes and requirements.
- 1.16 At Project Close Out Contractor shall provide to Owner operating and maintenance data on all installed equipment including warranty information.
- 1.17 Contractor shall provide to Owner one set of "As Built" Drawings indicating the actual installation where the installation varies substantially from the Work as originally shown.

Division 2-Existing Conditions:

- 2.01 Demolition
  - a. Where demolition occurs, all remaining walls are to be patched, sanded smooth and prepared for finishing as required. Patch and repair floor, wall, and ceiling as required for smooth, level finish.
  - b. Walls are to be patched, sanded smooth and prepared for new finishes as required.
  - c. Where new partition meets existing furred column or core wall, remove corner bead, align, tape, and spackle new partition to existing gypsum board.
  - d. All construction to remain and effected by demolition shall be patched and spackled and be properly membered and aligned so as to leave no evidence of patching or repairs.



- e. All existing construction where indicated including electrical, telephone, plumbing, and mechanical devices indicated on these construction drawings shall be removed in a careful manner so as not to damage adjoining construction.

2.02 General Remodeling Notes

- a. General contractor shall be responsible for bracing of partition walls and door openings, as required.
- b. Where new work connects with existing, the contractor shall do all necessary cutting, fitting, and patching, he shall furnish all necessary labor and materials for this work, whether or not shown and / or specified. All construction to remain shall be patched, repaired, and properly membered / aligned so as to leave no evidence of remodeling and demolition work.
- c. All new partitions are to align and to be level with existing adjacent walls and conditions unless noted otherwise.

Division 3 – Concrete (Not Used)

Division 4 – Masonry (Not Used)

Division 5 – Metals (Not Used)

Division 6 – Wood, Plastics, and Composites

- a. Reserved (add plastic and composite – or in Specialties?)

Division 7 – Thermal and Moisture Protection

7.01 Sealant & Caulk: (verify – silicone at counter?)

- a. Exposed interior sealants non-moving joints between all dissimilar materials shall be acrylic-emulsion sealant. Acceptable products: AC-20 by Pecora Corp., Sonolac by Sonneborn, or Acrylic Latex Caulk, Tremco, Inc.
- b. Miscellaneous Materials- joint primer/ sealer, bond breaker tape, backer rods and joint fillers, all as recommended by the sealant manufacturer.
- c. Install per manufacture's specifications.

Division 8 - Openings

8.01 Door Opening Force: Maximum door opening force shall be:

- a. Fire doors shall have the minimum opening force per the appropriate administrative authority.
- b. Exterior hinged doors shall be max 8.5 lbf.
- c. Interior hinged doors, sliding or folding doors shall be max. 5 lbf.

Division 9 - Finishes

- 9.01 Interior trim and finishes shall be selected by owner, unless noted otherwise on drawings.
- 9.02 Gypsum wall board as required for patching
- a. All interior walls and ceilings shall be covered with 5/8" gypsum board, with metal corner reinforcing, tape, float and sand (3 coats) except where otherwise noted.
  - b. Acceptable gypsum wall board manufactures: James Hardie Gypsum, Gold Bond Gypsum Wallboard, United States Gypsum, or Pabco Gypsum.
  - c. Interior wall board panels shall be 5/8" thick and conform to the requirements of ASTM C-36. When shown on plans and required by governing authorities, panels shall be 5/8" thick type "X" sheetrock firecode gypsum panels.
  - d. Interior waterproof panels shall be 5/8" sheetrock water/moisture resistant gypsum panels. Install in accordance with ICBO Report No. 2240 and conform to ASTM C-630.
  - e. Provide water resistant gypsum board for walls and ceilings in the following locations:
    - 1) All ceramic wall tile
    - 2) All dishwashing areas
    - 3) All walls surrounding water heater
    - 4) All walls surrounding mop sink
    - 5) All restrooms , bathrooms, and locker rooms.
  - f. Examine surfaces on which drywall is to be applied for defects or misaligned framing before application. Do not start work until such defects are remedied.
- 9.03 Painting
- a. Painting contractor shall provide color samples on material to which it is to be applied upon Owner's request, without additional compensation.
  - b. Painting contractor shall furnish and lay drop cloths and / or do any necessary masking on all areas where painting is being performed. All surfaces not to be painted or stained shall be free from drips or over-spray.
  - c. Examine surfaces before application, and report any unacceptable surface to the Owner. All surfaces to be dry, free of dust, wax, oil or other foreign materials. Do not proceed until such surfaces are acceptable. Upon failure to so report, painting contractor shall make good all defects and damages arising from therefrom at no cost to the Owner.
  - d. Putty all screw and nail holes or other indentations after priming of first coat.
  - e. Mix and apply all materials in accordance with the manufacturer's recommendations.
  - f. Apply a minimum of three (3) coats of paint or varnish except where noted otherwise. All coats of paint are in addition to shop coat or sealer.
  - g. Use only enamel on metal. No vinyl or latex paints will be permitted on metal surfaces.
  - h. Interior surfaced wood to be refinished (stained):
    - 1) Scuff sand or buff door surface thoroughly and evenly to bare wood.
    - 2) Remove all loose debris with tack cloth, remove any dust, and re-prime entire door with a good quality water-based primer appropriate for the substrate.
    - 3) Apply one (1) coat semi-transparent stain (if shown on plan). Test in inconspicuous area to be approved by Owner.
    - 4) Apply one (1) coat clear-seal primer.

- 5) Apply two (2) coats of Satin Finish Urethane, and sand smooth between each coat. Finish shall be a dull sheen. No gloss urethane or varnish will be acceptable.
- i. Interior gypsum board:
  - 1) Apply one (1) coat primer-sealer on bare gypsum board (not needed on painted surfaces).
  - 2) Apply two (2) coats finish. Use eggshell finish on all painted gypsum board surfaces, or verify with Owner.
- j. All wood and metal door frames shall be painted or stained to match adjacent door face unless otherwise noted.

## Division 10 – Specialties

### 10.1 Plastic Toilet Partitions and Urinal Screens

- a. Solid Plastic partitions shall be Bradmar Solid Plastic as manufactured by Bradley Corporation, or equal.
- b. Shop drawing shall include overall product dimensions, floor plan, elevations, sections, details, and attachments to other work. Include choice of options with details.
- c. Samples for Verification: Furnish physical sample of material in selected color, 2"x2" minimum, in type of finish specified.
- d. Install per manufacturer's installation instructions.

## Division 22 - Plumbing

### 22.1 Plumbing:

- a. All plumbing shall conform to Illinois Plumbing Code (Current Edition) and any local ordinance.
- b. All drain and vent piping above slab shall be PVC.
- c. Soil, waste, and vent lines below and above grade:
  - 1) Below grade and to 5' 0" outside of building use service weight hubless coated cast iron soil pipe or A.B.S. pipe and fittings where codes permit.
  - 2) Above grade use service weight hubless coated cast iron soil pipe and fittings, D.W.V. copper or PVC pipe and fittings as permitted by local code.
  - 3) From 5' 0" outside of building, to main sewer line, pipe shall be vitrified clay pipe or PVC pipe and fittings where codes permit.
- d. Waste fittings shall be LS 90 and 45. 90 deg. tee-ways may be used to vertical position at fixture termination only. Minimum slope for drain piping shall be as follows: 3" DIA or less shall be 1/4" per foot; 4" DIA shall be 1/8" per foot.
- e. All water supply piping above the floor shall be type "M" copper with sweat soldered wrought copper fittings or PEX.
- f. All water supply piping below slab and exterior grade line shall be type "K" rigid copper or PEX. Copper installed under slab to be soft drawn copper tubing with no joints permitted.

Copper for underground service line and trash enclosure can have sweat soldered joints with silver solder conforming to ASTM-B-260.

- g. Each individual plumbing fixture shall be provided with a shut-off valve.
- h. All fixtures and trim shall be selected by owner.
- i. Insulate piping as required by IECC 2015.
- j. Rough-in underslab plumbing shall have approved plugs to cap ends.
- k. Rod existing drains where opened up for construction.

#### Division 23 – Heating Ventilating and Air Conditioning (Not Used)

#### Division 26 - Electrical

##### 26.1 General

- a. All electrical shall conform with applicable building codes.
- b. Use min. 1/2" galvanized conduit throughout project.
- c. Provide G.F.I. circuit breaker control on all outdoor, kitchen, and toilet room convenience outlets.
- d. Run conduit and hard wire air conditioners, furnaces, and appliances (if applicable) as per plan.

##### 26.2 Lighting

- e. All light fixtures installed in wet locations shall be marked "Suitable for Wet Locations." All light fixtures installed in damp locations shall be marked "Suitable for Wet Locations" or "Suitable for Damp Locations." Locations under canopies or roofed open porches shall be considered to be damp locations.
- f. Supply and install all light fixtures and lamps per lighting schedule.
- g. Supply and install all light reduction controls per plan.

## AGREEMENT FOR 2019 JACK BENNY CENTER BATHROOM RENOVATIONS

This Agreement for the **2019 JACK BENNY CENTER BATHROOM RENOVATIONS** (the "Agreement") is made this \_\_th day of Month, 2019, 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 **Jack Benny Center located in Bowen Park at 39 Jack Benny Drive**, Waukegan, Illinois 60085 ("Project Site"): **2019 Jack Benny Center Bathroom Renovations**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated \_\_\_\_\_, 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 Documents/Specifications: **2019 Jack Benny Center Bathroom Renovations**, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal, 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 Substantial Completion of the Work on or before **April 15, 2019**. Contractor shall achieve Final Completion of the Work on or before **April 30, 2019**.

**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 or 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.

## **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. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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: \_\_\_\_\_

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Fax) \_\_\_\_\_  
Attention: \_\_\_\_\_

**22. Entire Agreement; No Amendment**

This Agreement 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 Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**23. 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.

**24. 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.

**25. 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: \_\_\_\_\_

Marc Jones

Its: President, Board of Commissioners

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

SAMPLE

# 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/.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:

<http://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 delivery of contractors/subcontractors certified payrolls.

Any questions regarding this or any other prevailing wage issues should be addressed to the Illinois Department of Labor at (217) 782-1710 or [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

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(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 provide certified payroll before payment will be issued by Waukegan Park District. Certified Payroll documentation is due no later than the 15<sup>th</sup> 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: \_\_\_\_\_