



June 8, 2022

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING

Bids are due on **Tuesday, July 5, 2022, at 9:00 AM** at the Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, IL 60087. The bids should be clearly labeled "2022 Field House Gymnasium Floor Refinishing".

A pre-bid meeting will be held at the Field House, 800 Baldwin Avenue Waukegan, Illinois, at 10:00 am on Wednesday, June 22, 2022. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner and Architect. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

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

If you have any questions regarding the bidding process please contact me at **847-360-4719** or by email at kdeboer@waukeganparks.org. If you have any questions regarding the project scope of work please contact Kaitlin Fischer at 847-782-3620 or by email at kfischer@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,

Kristy De Boer

Kristy De Boer
Park Planner

KDB/kdb
Enclosures: 1

WAUKEGAN PARK DISTRICT

BID DOCUMENTS/PROJECT MANUAL: 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING

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**DATE OF ADVERTISEMENT:
JUNE 8 & 10, 2022**

**PRE-BID MEETING:
JUNE 22, 2022
10:00 AM
FIELD HOUSE SPORTS FITNESS & AQUATIC CENTER, 800 BALDWIN AVE, WAUKEGAN, IL**

**DUE DATE & BID OPENING:
JULY 5, 2022
9:00 AM**

**WAUKEGAN PARK DISTRICT PARK PARKS MAINTENANCE FACILITY
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, IL 60087**

**TENTATIVE DATE OF BID APPROVAL:
JULY 12, 2022
4:30 PM**

**DELIVER/MAIL BID TO: KRISTY DE BOER
MARKED "SEALED BID: 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING
WAUKEGAN PARK DISTRICT PARK PARKS MAINTENANCE FACILITY
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, IL 60087**

WAUKEGAN PARK DISTRICT

NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois (“Owner” or “Park District”), invites bids for the following project:

- 1. 2022 PAVEMENT MAINTENANCE**
- 2. 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING**

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically at <https://www.waukeganparks.org/business/> or by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at lsalinas@waukeganparks.org.**

A **pre-bid meeting** will be held at **Bowen Park, Jack Benny Center, located at 1800 N. Sheridan Road, Waukegan, Illinois, at 9:00 a.m. on June 15, 2022, for “2022 PAVEMENT MAINTENANCE”**. A **pre-bid meeting** will be held at **Field House located at 800 Baldwin Avenue, Waukegan, Illinois, at 10:00 a.m. on June 22, 2022, FOR “2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING”**. This meeting will be used to review the Specifications and give any Bidders 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.**

Each bid shall be placed in a sealed envelope and clearly marked **“SEALED BID: Waukegan Park District, 2022 PAVEMENT MAINTENANCE” or “2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING”**. The envelope shall be addressed and delivered to and received by the Park District at the following location: **Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087**. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received for 2022 PAVEMENT MAINTENANCE until 9:00 AM on WEDNESDAY, JUNE 22, 2022. Bids shall be received for 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING until 9:00 AM on TUESDAY, JULY 5, 2022. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn, and all bids shall remain firm for sixty (60) days after the bid opening.

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 Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

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The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender. Therefore, the Park District is unable to give preference to competitively bid projects, but does encourage submission from local, women, and minority bidders.

All bids must be accompanied by cashier's check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the
Waukegan Park District

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725

PUBLISHED DATE: JUNE 8, 2022

SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "**SEALED BID: 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING**," and addressed and delivered to and received by the Park District at the following location: **Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087**. Bids shall be received until **9:00 AM on JULY 5, 2022**. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at lsalinas@waukeganparks.org**. Office hours are Monday-Friday, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to **KRISTY DE BOER, AT 847-360-4719 OR BY EMAIL AT KDEBOER@WAUKEGANPARKS.ORG**.

A Pre-bid Meeting will be held at FIELD HOUSE LOCATED AT 800 BALDWIN AVENUE, Waukegan, Illinois, at 10:00 AM on WEDNESDAY, JUNE 22, 2022. This meeting will be used to review the Specifications and give any Bidders 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.**

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents may be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

As part of the attached Bid Proposal Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided may result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

1.03 REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

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

On a separate sheet, **list all construction projects your organization has in progress**, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past three years, which are comparable in scope, giving the name of the project, project description, client and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the final completion date provided for in the contract and the actual date of final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of final completion differ substantially from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, **list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years**, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, **provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder**, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, **provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions**, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents may be the basis for immediate rejection of that Bidder's bid.**

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be a cause to alter the original Contract or to request additional compensation.

1.05 ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District .

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

1.06 SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners. The bid

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security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District.

Prior to commencing Work, the successful Bidder shall furnish a **Performance Bond**, and Labor and Material/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 for a period of one (1) year after Final Completion. **The cost of each bond shall be included in the Contract Sum.** The Bidder 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. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

1.07 WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

1.08 ACCEPTANCE AND CONTRACT

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA

Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect/Owner and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

1.10 ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail, email or fax to each Plan holder. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about **JULY 12, 2022**, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

Work to occur between AUGUST 29, 2022 – SEPTEMBER 16, 2022

Final Completion: SEPTEMBER 16, 2022

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.

SECTION 2: GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") OR other Agreement, as modified by the Park District and included in these Bid Documents.

SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

3.01 SCOPE OF WORK

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING**, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

3.03 APPLICABLE LAWS

- A. The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. 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 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: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in

compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

3.04 SUBCONTRACTING

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work. The Contractor is encouraged to utilize local, women, and minority-owned Subcontractors, when reasonable.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

3.06 INSPECTION AND TESTING

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

3.07 TITLE OF MATERIALS

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

3.08 PATENTS, ROYALTIES AND LICENSES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.09 PERMITS, LICENSES AND CERTIFICATES

- A. ~~The Contractor shall procure the building permit for this Project from the City of Waukegan. Owner shall either pay the City of Waukegan directly or reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No markup shall be paid for permits.~~ The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly. **The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868).** Contractor registration fees are the responsibility of the Contractor and Subcontractors.

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

3.11 WEATHER CONDITIONS

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

3.12 NO CHARGE FOR DELAY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

3.13 COMPLETION DATE AND QUALIFICATION

- A. The Work to be performed between the dates of **AUGUST 29 – SEPTEMBER 16, 2022, with Final Completion by SEPTEMBER 16, 2022.**

1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.
- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Insurance
1. Commercial General and Umbrella Liability Insurance

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

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

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Continuing Completed Operations Liability Insurance (Only applies if project carries a Guarantee)

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrellas coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

4. Workers Compensation Insurance

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

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to the Park District under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

5. General Insurance Provisions

A. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and

WAUKEGAN PARK DISTRICT

such other evidence of insurance as shall be requested by the Park District, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Park District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

B. Acceptability of Insurers

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

C. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

B. Indemnification

1. To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and economic damages, arising out of, resulting from, or in any way connected with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The duty to defend herein is separate and distinct from the duty to indemnify and hold harmless, and shall be separately enforceable as such. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Owner described in this Agreement.

2. The indemnification obligation under this Paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's' compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law.

3. "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, expenses and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

4. The obligations of the Contractor to indemnify and hold harmless Owner, Architect, their agents, consultants and employees under this Agreement shall not extend to the liability of the Owner and the Architect, their agents, consultants or employees arising out of their own negligence.

3.15 CONTRACTOR PAYMENTS

A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance and payment bonds.

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be

grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

3.16 WORK PERFORMANCE

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

3.17 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby;
 - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the 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 progress of the Work, all 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 utilities.

- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

3.18 UNDERGROUND UTILITIES

- A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

3.19 PAYMENTS TO MATERIALMAN, ETC.

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
 - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
 - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, additional premiums upon the performance bond of the Contractor, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

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

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

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

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

3.21 CLAIMS OF EXTRA COMPENSATION

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
 2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
 3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
 4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
 5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3.23 GUARANTEE

- A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

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

BID PROPOSAL CHECKLIST

Contractor _____

Project _____

Check box if supplied in sealed bid. See bid packet (section 1.03 and others) in bid packet for details.

Core Items in Submittal

- Bid Bond or Cashier's Check – Signed and/or Notarized
- Bid Addendum Acknowledgement (if applicable) - Completed
- Bid Proposal Form – Completed, Signed with Corporate Seal, and Notarized
- Bid Qualification Form – Completed
- 3 Year Project List - Completed
- Contractor's Compliance – Signed and Notarized
- Substance Abuse Program Certification – Signed

Additional attachments from Section 1.03

- Projects in Progress List
- Administrative and Litigation List
- Instances of Bid Rejection List
- Instances of Breach of Contract List

WAUKEGAN PARK DISTRICT

**2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
2211 Ernie Krueger Circle
Waukegan, IL 60087

4.02 BID FROM:

(hereinafter called "Bidder")

Address

City, State, Zip Code

Email Address

Contact Person

Telephone Number

Fax Number

4.03 BID FOR:

**2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING
WAUKEGAN, ILLINOIS**

4.04 ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4.05 AGREEMENT

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute a Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

WAUKEGAN PARK DISTRICT

8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

4.06 BID PRICES For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sums:

A. BASE BID PRICE (Guaranteed Maximum Price)

TOTAL (WRITTEN OUT) _____ **DOLLARS**

\$ _____

4.07 UNIT PRICE QUOTATIONS

- A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment to the Total Base Bid in the event Contract changes are required involving the items described.

<u>ITEM</u>	<u>UNIT PRICE</u>
▪ <u>Price per board to replace</u>	\$ _____ (UNIT)
▪ <u>Hourly rate to replace damaged boards</u>	\$ _____ (UNIT)

4.08 REJECTION AND WITHDRAWAL OF BID

- A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4.09 TIME OF COMPLETION

- A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before **SEPTEMBER 16, 2022**.

4.10 BID SECURITY

- A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND

- A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of **110% of the Contract Sum** (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

4.12 CONTRACT DOCUMENTS

- A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

WAUKEGAN PARK DISTRICT

CORPORATION

The Bidder is a Corporation organized and existing under the laws of the State of _____

Print Name

Duly Authorized Officer's Signature

Title

CORPORATE SEAL (above)

PARTNERSHIP

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

Print Name

(Partner's Signature)

INDIVIDUAL

The Bidder is an individual.

Print Name

Individual's Signature

Bidder must have their signature above notarized below regardless of Bidder Type

Sworn and Subscribed to before me this _____ day of _____, 2022.

My Commission Expires _____, 20__.

Notary Public or other Officer authorized to administer oaths

WAUKEGAN PARK DISTRICT

**2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID QUALIFICATION FORM

4.13 BIDDER QUALIFICATION

Bidder Name

Address

Telephone Number

Fax Number

Number of years in business under this name: _____

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders.
(See attached pages)

WAUKEGAN PARK DISTRICT

PROJECT LIST

List three (3) of the largest projects completed in the past three (3) years which are similar in scope to the 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING.

1. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

2. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

3. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

WAUKEGAN PARK DISTRICT

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. 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.
- K. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WAUKEGAN PARK DISTRICT

- L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- M. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- N. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- O. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Waukegan Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR NAME

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

STATE OF _____)

)SS

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Waukegan Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

EMPLOYMENT OF ILLINOIS WORKERS OF PUBLIC WORKS ACT CERTIFICATION

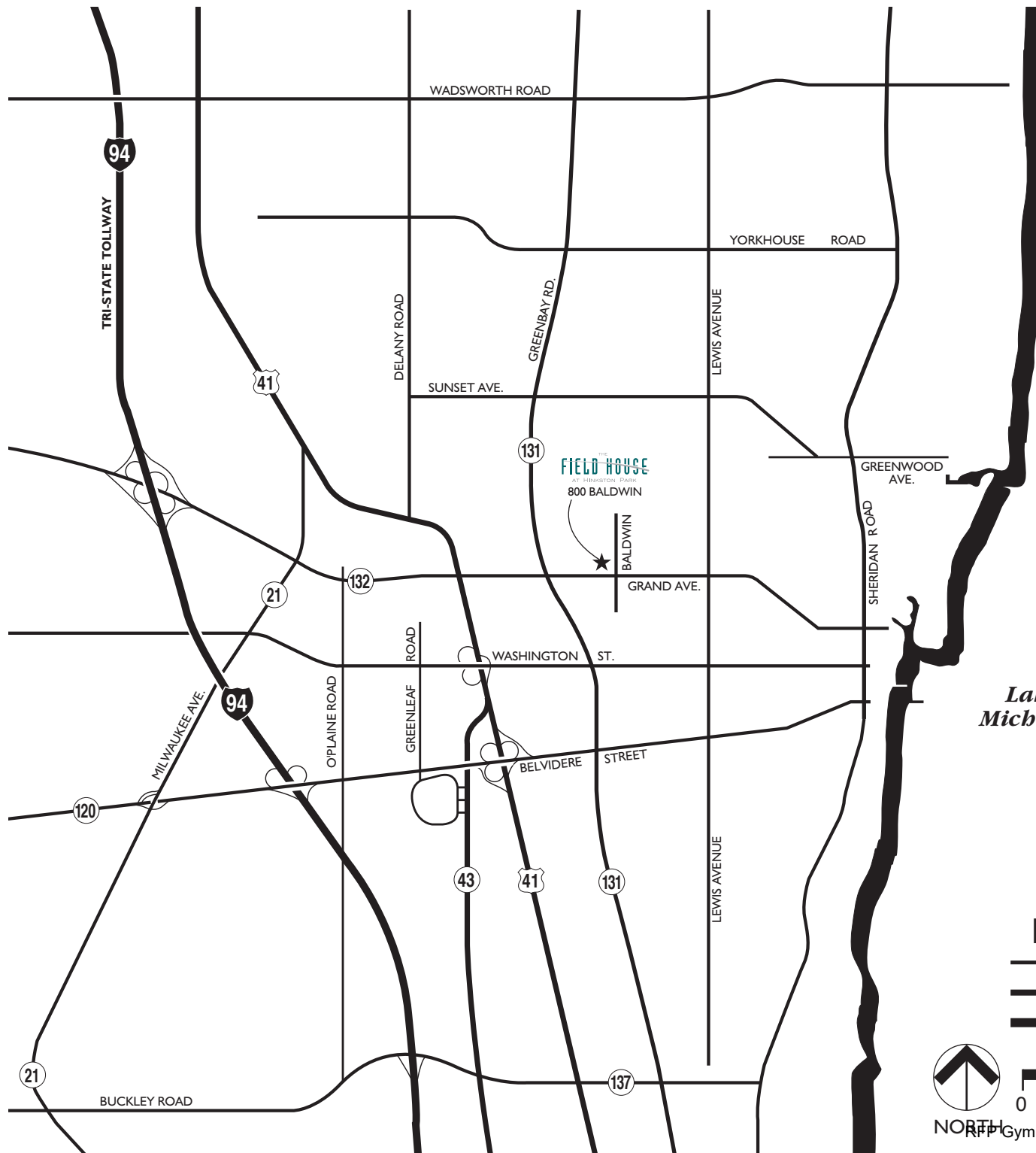
I hereby certify that I have been provided with a copy of the Employment of Illinois Workers of Public Works Act (Page 33, Section G.) and that I am in compliance with the workforce requirements. Furthermore, I accept full liability for present and future compliance with the Act throughout the duration of performance under this contract.

CONTRACTOR NAME

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)



THE FIELD HOUSE
AT HINCKSTON PARK
800 BALDWIN

Lake Michigan

LEGEND

- MAJOR ROADS
- HIGHWAYS
- INTERSTATE



Gym Floor Refinishing

WOOD GYMNASIUM FLOORING

PART 1 – SCOPE OF WORK

- 1.01 This section includes the following:
 - A. Sand, refinish and re-stripe the Gym Floor. Gym floor is approximately 36,666 sf but is the responsibility of the contractor to verify prior to bid submittal. Note: Pickleball lines will be added to current purple court as shown in gymnasium layout.

PART 2 – SUBMITTALS

- 2.01 Submit (1) one set of manufacturer's descriptive literature and Material Safety Data Sheets(MSDS) for all material to be used on this project, prior to project start.
- 2.02 Contractor must be a firm experienced in sports flooring field and have been in business a minimum of 10 years.
- 2.03 Submit (3) three references for jobs of similar scope and magnitude that your company has performed in the last (3) three years.

PART 3 – MATERIALS

Comparable material substitutes allowed but must be pre-approved by owner during the bidding process.

- 3.01 Solvent - Naptha
- 3.02 Oil Modified Urethane Sealer for the first and second coat - Sika WP 11.1
- 3.03 The striping paint shall be Game Line and Artwork Paint - Sherwin Williams Industrial Enamel & One Shot.
- 3.04 Oil Modified Urethane Sealer for the third and fourth coat - Sika WP 8.1
- 3.05 Provide the owner with maintenance instructions, including material recommendations for this floor finish and subsequent re-coatings.

PART 4 – REFINISHING

- 4.01 The contractor will be responsible for receiving and unloading their deliveries at the site.
- 4.02 The contractor will be responsible for securing work site during and after work hours. Signs should be posted by contractor stating "Do Not Enter".
- 4.03 Normal ventilation will be provided while this work is in progress by the owner. The contractor will relate any special requirements.
- 4.04 Field verify and document existing dimensions and layout information as needed for reproducing the current painted lines for refinishing work. Note: Pickleball lines will be added to the purple court as shown in layout plans.
- 4.05 Apply Naptha Solvent to clean the floor.
- 4.06 The entire gym floor shall be machine and hand sanded as necessary to remove all existing gamelines and finishes, to a smooth surface. Sanding shall occur up to the existing bleachers while in their fully retracted position and up to the base molding. Contractor is to make sure bleachers are protected as needed during refinishing. Contractor must use a minimum of 3 (40, 60, & 100 grit) types of sand paper, and the floor must be sanded until it is uniformly dull. Vacuum and tack with a clean cloth immediately before applying finish.
- 4.07 Provide photo documentation of areas of damage (gouges, mars, split boards, edct.) to existing floor that the Contractor does not expect would be remedied by refinishing work. Provide an hourly rate for board repair and cost per board to replace in alternate section of the bid.
- 4.08 Refinish the gym floor as follows: All products should be applied at coverage rates recommended by the manufacturer and applied at proper temperatures, humidity levels, and conditions as specified by manufacturer.

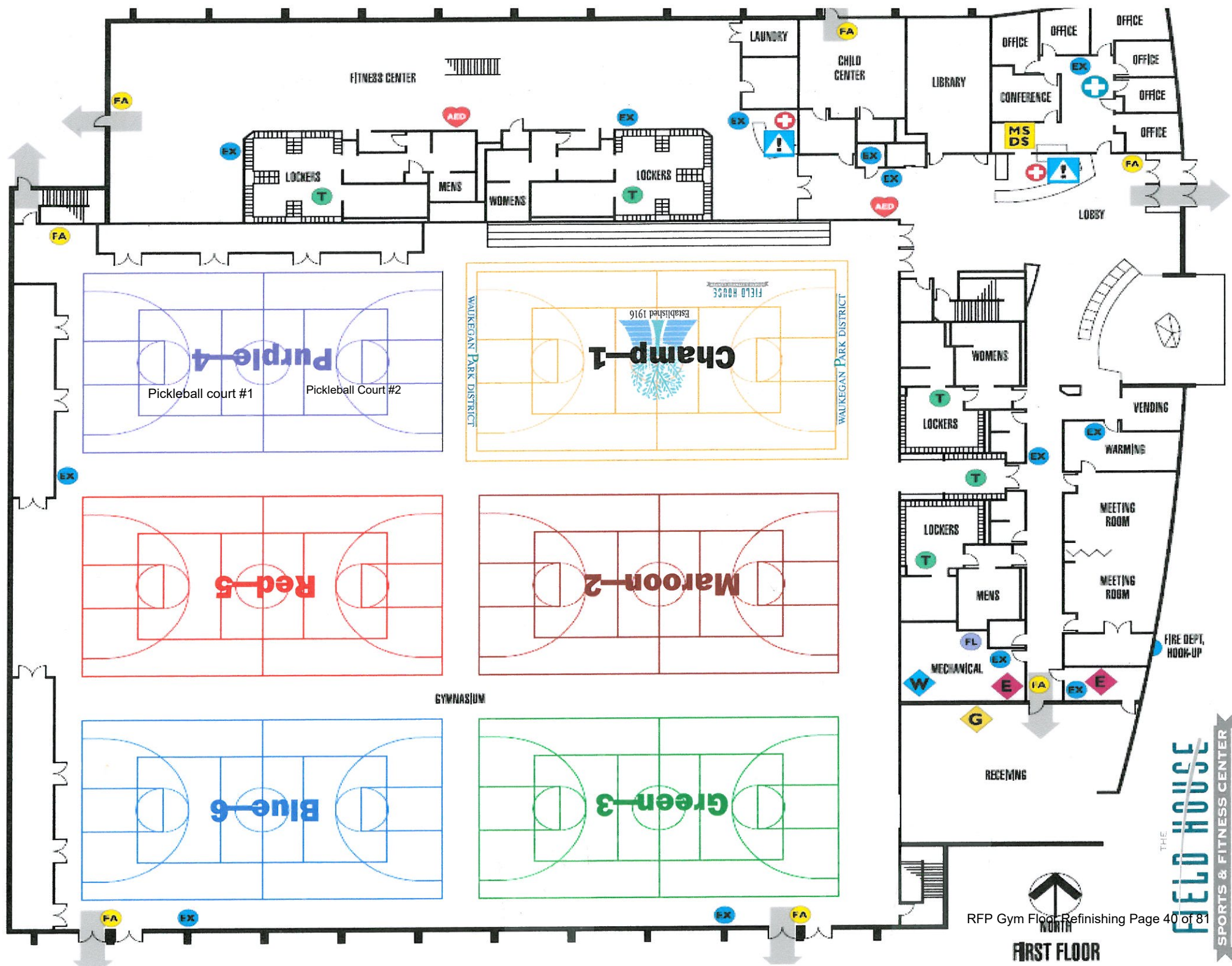
- A. Apply one coat of Naptha solvent and allow to dry.
 - B. Machine buff, vacuum, and tack.
 - C. Apply first coat of sealer Sika WP 11.1
 - D. Buff the floor.
 - E. Allow second coat of sealer to dry before applying gamelines.
 - F. Apply the gamelines and graphics per below specs and Park District direction and allow to dry.
***Main Court:** Main Basketball with 3 point lines, Main Volleyball, 2 color basketballs at top of lanes(2x), center logo with 3 colors, 4' border with 2' x 46' to read WAUKEGAN PARK DISTRICT lettering, painted lines (1 set), 4' x 18' long The Field House at Hinkston Park(2 sets)
***Auxiliary Courts:** Main Basketball with 3-point and 8" border(5x), Main Volleyball(5x), Cross Basketball(8x), Pickleball Court(2x)
 - G. Abrade paint and buff.
 - H. Apply third coat of sealer product Sika WP 8.1. Allow coat of sealer to dry before applying next coat.
 - I. Buff with steel wool and tack rag.
 - J. Apply a fourth coat of sealer.
 - K. Final dusting and cleanup of areas will be by the contractor.
- 4.09 The gamelines and graphics shall be applied to match the owner-approved drawings.
- 4.10 The courts shall meet the requirements of the appropriate athletic associations and as directed by the owner.
- 4.11 Line colors shall be selected from the manufacturer's standard colors as determined by the owner and the contractor to match as closely as possible with the previous gamelines. Paint colors must be approved by owner prior to application.

PART 5 – CLEAN UP

- 5.01 Do not cover wood flooring after finishing until finish reaches full cure.
- 5.02 All trash, excess materials, etc., shall be cleaned up, removed from the site, and disposed of properly and legally.

PART 6 – WARRANTY

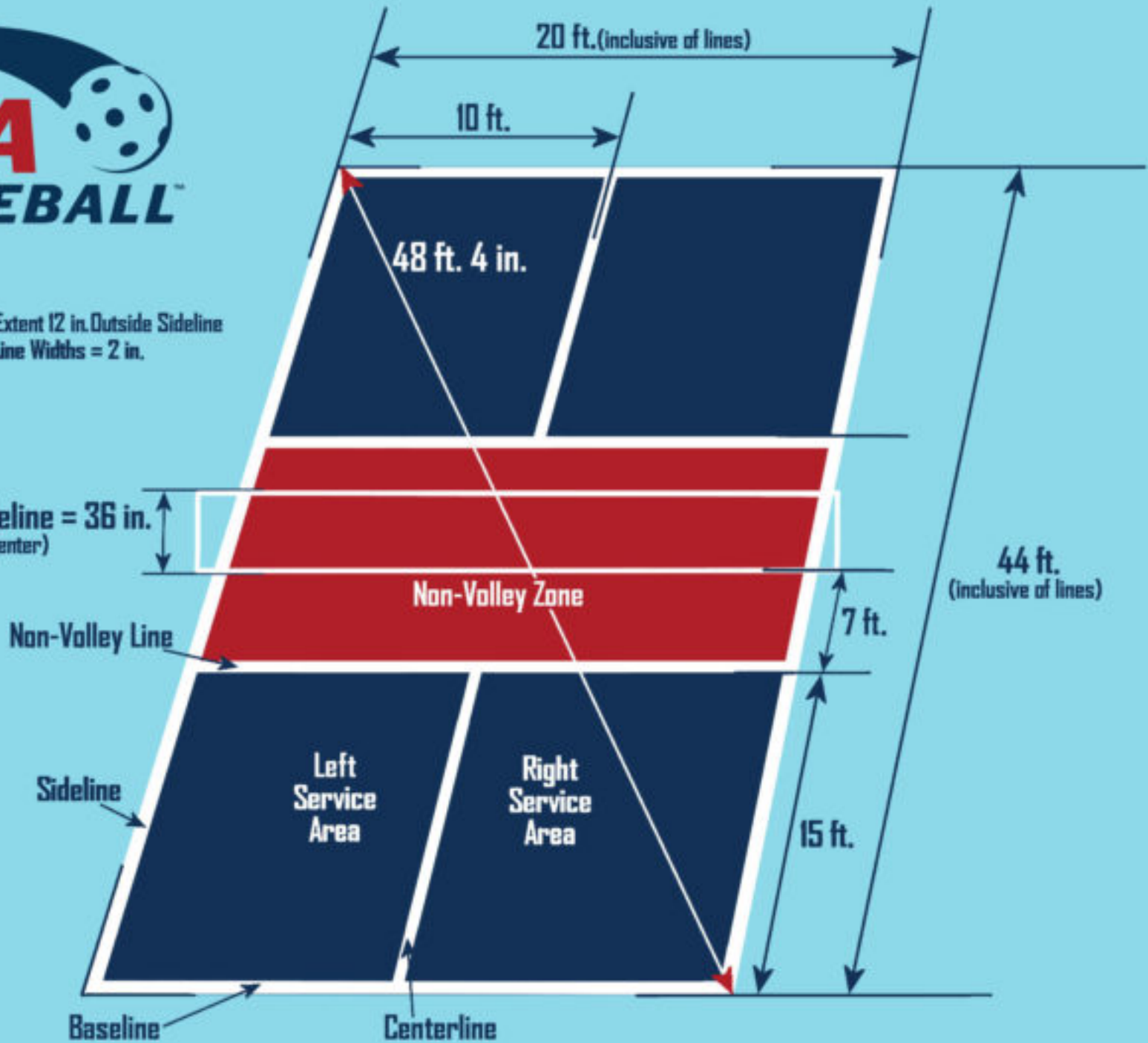
- 6.01 Contractor must provide workmanship warranty for a period of one (1) year after date of substantial completion.





Recommend Net Posts Extend 12 in. Outside Sideline
 Recommend Line Widths = 2 in.

Net Height at Sideline = 36 in.
 (34 in. at Center)



Line Tolerances:

- Net line to outside of NVZ line: 7' +/- 1/8"
- Net line to outside of baseline: 22' +/- 1/4"
- Outside sideline to outside sideline: 20' +/- 1/4"
- Outside sideline to centerline: 10' +/- 1/8"
- Diagonal dimension to outside of lines: 48' 4" +/- 3/4"

Creation Date 12-Aug-2009

Revision Date 01-Jan-2021

Revision Number 6

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

1.1. Product identifier

Product Description: **Naphtha Solvent**
Cat No. : **N/0050/PB17, N/0050/17, N/0050/25**

Unique Formula Identifier (UFI) **RUAE-831P-XX05-9S28**

1.2. Relevant identified uses of the substance or mixture and uses advised against

Recommended Use Laboratory chemicals.
Uses advised against No Information available

1.3. Details of the supplier of the safety data sheet

Company **UK entity/business name**
Fisher Scientific UK
Bishop Meadow Road, Loughborough,
Leicestershire LE11 5RG, United Kingdom

EU entity/business name
Acros Organics BVBA
Janssen Pharmaceuticaaan 3a
2440 Geel, Belgium

E-mail address bege1.sdsdesk@thermofisher.com

1.4. Emergency telephone number

Tel: 01509 231166
Chemtrec US: (800) 424-9300
Chemtrec EU: 001 (202) 483-7616

Poison Centre - Emergency information services **Ireland** : National Poisons Information Centre (NPIC) -
01 809 2166 (8am-10pm, 7 days a week)
Malta : +356 2395 2000
Cyprus : +357 2240 5611

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the substance or mixture

CLP Classification - Regulation (EC) No 1272/2008

Physical hazards

Flammable liquids

Category 3 (H226)

SAFETY DATA SHEET

Naphtha Solvent

Revision Date 01-Jan-2021

Health hazards

Aspiration Toxicity
Specific target organ toxicity - (single exposure)

Category 1 (H304)
Category 3 (H335) (H336)

Environmental hazards

Chronic aquatic toxicity

Category 2 (H411)

Full text of Hazard Statements: see section 16

2.2. Label elements



Signal Word

Danger

Hazard Statements

H226 - Flammable liquid and vapor
H304 - May be fatal if swallowed and enters airways
H335 - May cause respiratory irritation
H336 - May cause drowsiness or dizziness
H411 - Toxic to aquatic life with long lasting effects
EUH066 - Repeated exposure may cause skin dryness or cracking

Precautionary Statements

P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
P261 - Avoid breathing dust/fume/gas/mist/vapors/spray
P273 - Avoid release to the environment
P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
P331 - Do NOT induce vomiting
P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

2.3. Other hazards

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.2. Mixtures

Component	CAS-No	EC-No.	Weight %	CLP Classification - Regulation (EC) No 1272/2008
HYDROCARBONS, C9, aromatics	N/A	EC No.: 918-668-5	50 - 90	Flam. Liq. 3 (H226) STOT SE 3 (H335) STOT SE 3 (H336) Asp. Tox. 1 (H304) Aquatic Chronic 2 (H411)

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Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	N/A	EC No.: 919-446-0	10 - 40	Flam. Liq. 3 (H226) Asp. Tox. 1 (H304) STOT SE 3 (H336) STOT RE 1 (H372) Aquatic Chronic 2 (H411)
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Components	Reach Registration Number	
HYDROCARBONS, C9, aromatics	01-2119455851-35	
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	01-2119458049-33	

Full text of Hazard Statements: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of first aid measures

Eye Contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Immediate medical attention is required.
Skin Contact	Wash off immediately with plenty of water for at least 15 minutes. Immediate medical attention is required.
Ingestion	Do NOT induce vomiting. Call a physician or poison control center immediately. If vomiting occurs naturally, have victim lean forward.
Inhalation	Remove to fresh air. If breathing is difficult, give oxygen. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediate medical attention is required. Aspiration into lungs can produce severe lung damage.
Self-Protection of the First Aider	Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination.

4.2. Most important symptoms and effects, both acute and delayed

Difficulty in breathing. . Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting

4.3. Indication of any immediate medical attention and special treatment needed

Notes to Physician Treat symptomatically. Symptoms may be delayed.

SECTION 5: FIREFIGHTING MEASURES

5.1. Extinguishing media

Suitable Extinguishing Media

CO₂, dry chemical, dry sand, alcohol-resistant foam. Water mist may be used to cool closed containers.

Extinguishing media which must not be used for safety reasons

No information available.

5.2. Special hazards arising from the substance or mixture

Flammable. Risk of ignition. Vapors may form explosive mixtures with air. Vapors may travel to source of ignition and flash back.

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SAFETY DATA SHEET

Naphtha Solvent

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Containers may explode when heated. Vapors may form explosive mixtures with air.

Hazardous Combustion Products

Carbon monoxide (CO), Carbon dioxide (CO₂), Hydrocarbons, Aldehydes.

5.3. Advice for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Thermal decomposition can lead to release of irritating gases and vapors.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions, protective equipment and emergency procedures

Remove all sources of ignition. Use personal protective equipment as required. Take precautionary measures against static discharges. Do not get in eyes, on skin, or on clothing.

6.2. Environmental precautions

Do not flush into surface water or sanitary sewer system.

6.3. Methods and material for containment and cleaning up

Remove all sources of ignition. Soak up with inert absorbent material. Keep in suitable, closed containers for disposal. Take precautionary measures against static discharges. Use spark-proof tools and explosion-proof equipment.

6.4. Reference to other sections

Refer to protective measures listed in Sections 8 and 13.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for safe handling

Wear personal protective equipment/face protection. Do not get in eyes, on skin, or on clothing. Do not breathe mist/vapors/spray. Keep away from open flames, hot surfaces and sources of ignition. Take precautionary measures against static discharges. Use only non-sparking tools.

Hygiene Measures

Handle in accordance with good industrial hygiene and safety practice. Keep away from food, drink and animal feeding stuffs. Do not eat, drink or smoke when using this product. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Wash hands before breaks and after work.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from open flames, hot surfaces and sources of ignition. Keep containers tightly closed in a dry, cool and well-ventilated place. Flammables area.

Technical Rules for Hazardous Substances (TRGS) 510 Storage Class (LGK)
(Germany)

Class 3

7.3. Specific end use(s)

Use in laboratories

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

FSUN0050

SAFETY DATA SHEET

Naphtha Solvent

Revision Date 01-Jan-2021

8.1. Control parameters

Exposure limits

EH40 RCP = 180 mg/m³

List source(s): **UK** - EH40/2005 Work Exposure Limits, Third edition. Published 2018.

Component	The United Kingdom	European Union	Ireland
HYDROCARBONS, C9, aromatics	TWA: 100 mg/m ³		
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	TWA:350 mg/m ³		

Biological limit values

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies

Monitoring methods

BS EN 14042:2003 Title Identifier: Workplace atmospheres. Guide for the application and use of procedures for the assessment of exposure to chemical and biological agents.

MDHS70 General methods for sampling airborne gases and vapours

Derived No Effect Level (DNEL) Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics

Route of exposure	Acute effects (local)	Acute effects (systemic)	Chronic effects (local)	Chronic effects (systemic)
Oral Dermal Inhalation			1980 mg/m ³	
	570 mg/m ³			

Predicted No Effect Concentration (PNEC) No information available.

8.2. Exposure controls

Engineering Measures

Ensure that eyewash stations and safety showers are close to the workstation location. Use explosion-proof electrical/ventilating/lighting/equipment. Ensure adequate ventilation, especially in confined areas.

Wherever possible, engineering control measures such as the isolation or enclosure of the process, the introduction of process or equipment changes to minimise release or contact, and the use of properly designed ventilation systems, should be adopted to control hazardous materials at source

Personal protective equipment

Eye Protection

Wear safety glasses with side shields (or goggles) (European standard - EN 166)

Hand Protection

Protective gloves

Glove material	Breakthrough time	Glove thickness	EU standard	Glove comments
Nitrile rubber	> 480 minutes	0.38 - 0.55 mm	Level 6	As tested under EN374-3 Determination of
Viton (R)	> 480 minutes	0.30 mm	EN 374	Resistance to Permeation by Chemicals
Neoprene gloves	< 100 minutes	0.45 mm		

Skin and body protection

Wear appropriate protective gloves and clothing to prevent skin exposure

Inspect gloves before use.

Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. (Refer to manufacturer/supplier for information)

Ensure gloves are suitable for the task: Chemical compatibility, Dexterity, Operational conditions, User susceptibility, e.g. sensitisation effects, also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion.

SAFETY DATA SHEET

Naphtha Solvent

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Remove gloves with care avoiding skin contamination.

Respiratory Protection	When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.
Large scale/emergency use	Use a NIOSH/MSHA or European Standard EN 136 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced Recommended Filter type: Organic gases and vapours filter conforming to EN14387 Type A Brown
Small scale/Laboratory use	Use a NIOSH/MSHA or European Standard EN 149:2001 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced. Recommended half mask:- Valve filtering: EN405; or; Half mask: EN140; plus filter, EN 141
Environmental exposure controls	Prevent product from entering drains. Do not allow material to contaminate ground water system. Local authorities should be advised if significant spillages cannot be contained.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on basic physical and chemical properties

Physical State	Liquid	
Appearance	Clear, Colorless	
Odor	mild, Characteristic	
Odor Threshold	No data available	
Melting Point/Range	No data available	
Softening Point	No data available	
Boiling Point/Range	158 - 190 °C / 316.4 - 374 °F	
Flammability (liquid)	Flammable	On basis of test data
Flammability (solid,gas)	Not applicable	Liquid
Explosion Limits	Lower 0.90 vol % Upper 8 vol %	
Flash Point	42 °C / 107.6 °F	Method - CC (closed cup)
Autoignition Temperature	> 225 °C / 437 °F	
Decomposition Temperature	No data available	
pH	No information available	
Viscosity	No data available	
Water Solubility	Insoluble in water	
Solubility in other solvents	No information available	
Partition Coefficient (n-octanol/water)		
Vapor Pressure	No data available	
Density / Specific Gravity	0.85 @ 15°C	
Bulk Density	Not applicable	Liquid
Vapor Density	No data available	(Air = 1.0)
Particle characteristics	Not applicable (liquid)	

9.2. Other information

Explosive Properties	explosive air/vapour mixtures possible
Evaporation Rate	47.00 (ether = 1)

SECTION 10: STABILITY AND REACTIVITY

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10.1. Reactivity

None known, based on information available

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

Hazardous Polymerization
Hazardous Reactions

No information available.

No information available.

10.4. Conditions to avoid

Incompatible products. Heat, flames and sparks. Keep away from open flames, hot surfaces and sources of ignition.

10.5. Incompatible materials

Strong oxidizing agents.

10.6. Hazardous decomposition products

Carbon monoxide (CO). Carbon dioxide (CO₂). Hydrocarbons. Aldehydes.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on hazard classes as defined in Regulation (EC) No 1272/2008

Product Information

No acute toxicity information is available for this product

(a) acute toxicity;

Oral

Based on available data, the classification criteria are not met

Dermal

Based on available data, the classification criteria are not met

Inhalation

Based on available data, the classification criteria are not met

Toxicology data for the components

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	> 15000 mg/kg (Rat)	> 3400 mg/kg (rat)	> 13100 mg/l (rat)

(b) skin corrosion/irritation;

No data available

(c) serious eye damage/irritation;

No data available

(d) respiratory or skin sensitization;

Respiratory

No data available

Skin

No data available

Component	Test method	Test species	Study result
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics N/A (10 - 40)	OECD Test Guideline 406 Guinea Pig Maximisation Test (GPMT)	guinea pig	-- non-sensitising

(e) germ cell mutagenicity;

No data available

Component	Test method	Test species	Study result
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics N/A (10 - 40)	OECD Test Guideline 471	Bacteria	negative
	OECD Test Guideline 475	in vitro	negative

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Mutagenic effects have occurred in experimental animals

(f) carcinogenicity; No data available

Component	Test method	Test species / Duration	Study result
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics N/A (10 - 40)	OECD Test Guideline 408	Oral. Rat	NOAEL = 300 mg/kg
	----- OECD 453	----- Inhalation. Rat	----- NOAEL = > 2200 mg/kg

There are no known carcinogenic chemicals in this product

(g) reproductive toxicity; No data available

Component	Test method	Test species / Duration	Study result
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics N/A (10 - 40)	OECD Test Guideline 415	Oral. Rat	NOAEL = >3000 mg/kg bw/day

(h) STOT-single exposure; Category 3

Results / Target organs Respiratory system, Central nervous system (CNS).

(i) STOT-repeated exposure; No data available

Target Organs No information available.

(j) aspiration hazard; Category 1

Symptoms / effects, both acute and delayed Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.

11.2. Information on other hazards

Endocrine Disrupting Properties Assess endocrine disrupting properties for human health. This product does not contain any known or suspected endocrine disruptors.

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecotoxicity effects

Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment. The product contains following substances which are hazardous for the environment.

Component	Freshwater Fish	Water Flea	Freshwater Algae
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	10-30 mg/l LC50 96h	10-22 mg/l EC50 48h	4.6-10 EC50 72h

Component	Microtox	M-Factor
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	43.98 mg/l EC50 48 h	

12.2. Persistence and degradability Not readily biodegradable

Persistence Insoluble in water, May persist, based on information available.

Degradation in sewage treatment plant Contains substances known to be hazardous to the environment or not degradable in waste water treatment plants.

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12.3. Bioaccumulative potential	May have some potential to bioaccumulate
12.4. Mobility in soil	The product evaporates slowly . Is not likely mobile in the environment due its low water solubility. Spillage unlikely to penetrate soil
12.5. Results of PBT and vPvB assessment	No data available for assessment.
12.6. Endocrine disrupting properties Endocrine Disruptor Information	This product does not contain any known or suspected endocrine disruptors
12.7. Other adverse effects Persistent Organic Pollutant Ozone Depletion Potential	This product does not contain any known or suspected substance This product does not contain any known or suspected substance

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods	
Waste from Residues/Unused Products	Waste is classified as hazardous. Dispose of in accordance with the European Directives on waste and hazardous waste. Dispose of in accordance with local regulations.
Contaminated Packaging	Dispose of this container to hazardous or special waste collection point. Empty containers retain product residue, (liquid and/or vapor), and can be dangerous. Keep product and empty container away from heat and sources of ignition.
European Waste Catalogue (EWC)	According to the European Waste Catalog, Waste Codes are not product specific, but application specific.
Other Information	Do not flush to sewer. Waste codes should be assigned by the user based on the application for which the product was used. Can be landfilled or incinerated, when in compliance with local regulations. Do not let this chemical enter the environment. Do not empty into drains.

SECTION 14: TRANSPORT INFORMATION

IMDG/IMO

14.1. UN number	UN1268
14.2. UN proper shipping name Technical Shipping Name	Petroleum distillates, n.o.s HYDROCARBONS, C9 aromatics and C9-12 alkanes
14.3. Transport hazard class(es)	3
14.4. Packing group	III

ADR

14.1. UN number	UN1268
14.2. UN proper shipping name Technical Shipping Name	Petroleum distillates, n.o.s HYDROCARBONS, C9 aromatics and C9-12 alkanes
14.3. Transport hazard class(es)	3
14.4. Packing group	III

IATA

14.1. UN number	UN1268
14.2. UN proper shipping name	Petroleum distillates, n.o.s

FSUN0050

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Technical Shipping Name	HYDROCARBONS, C9 aromatics and C9-12 alkanes
14.3. Transport hazard class(es)	3
14.4. Packing group	III
14.5. Environmental hazards	Dangerous for the environment Product is a marine pollutant according to the criteria set by IMDG/IMO
14.6. Special precautions for user	No special precautions required
14.7. Maritime transport in bulk according to IMO instruments	Not applicable, packaged goods

SECTION 15: REGULATORY INFORMATION

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

International Inventories

X = listed, Europe (EINECS/ELINCS/NLP), U.S.A. (TSCA), Canada (DSL/NDSL), Philippines (PICCS), China (IECSC), Japan (ENCS), Australia (AICS), Korea (ECL).

Component	EINECS	ELINCS	NLP	TSCA	DSL	NDSL	PICCS	ENCS	IECSC	AICS	KECL
HYDROCARBONS, C9, aromatics	X	-		X	X	-	X	X	X	X	X
Hydrocarbons, C9-12, n-alkanes, isoalkanes, cyclics, (2-25%) aromatics	X	-		X	X	-	X	X	X	X	X

Regulation (EC) No 649/2012 of the European Parliament and of the Council of 4 July 2012 concerning the export and import of dangerous chemicals

Not applicable

National Regulations

WGK Classification Water endangering class = non-hazardous to waters (self classification)

UK - Take note of Control of Substances Hazardous to Health Regulations (COSHH) 2002 and 2005 Amendment

15.2. Chemical safety assessment

Chemical Safety Assessment/Reports (CSA/CSR) are not required for mixtures

SECTION 16: OTHER INFORMATION

Full text of H-Statements referred to under sections 2 and 3

H226 - Flammable liquid and vapor
H304 - May be fatal if swallowed and enters airways
H335 - May cause respiratory irritation
H336 - May cause drowsiness or dizziness
H411 - Toxic to aquatic life with long lasting effects

Legend

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CAS - Chemical Abstracts Service

EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

IECSC - Chinese Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List

ENCS - Japanese Existing and New Chemical Substances

AICS - Australian Inventory of Chemical Substances

NZIoC - New Zealand Inventory of Chemicals

WEL - Workplace Exposure Limit

ACGIH - American Conference of Governmental Industrial Hygienists

DNEL - Derived No Effect Level

RPE - Respiratory Protective Equipment

LC50 - Lethal Concentration 50%

NOEC - No Observed Effect Concentration

PBT - Persistent, Bioaccumulative, Toxic

TWA - Time Weighted Average

IARC - International Agency for Research on Cancer

Predicted No Effect Concentration (PNEC)

LD50 - Lethal Dose 50%

EC50 - Effective Concentration 50%

POW - Partition coefficient Octanol:Water

vPvB - very Persistent, very Bioaccumulative

ADR - European Agreement Concerning the International Carriage of Dangerous Goods by Road

IMO/IMDG - International Maritime Organization/International Maritime Dangerous Goods Code

OECD - Organisation for Economic Co-operation and Development

BCF - Bioconcentration factor

ICAO/IATA - International Civil Aviation Organization/International Air Transport Association

MARPOL - International Convention for the Prevention of Pollution from Ships

ATE - Acute Toxicity Estimate

VOC (volatile organic compound)

Key literature references and sources for data

<https://echa.europa.eu/information-on-chemicals>

Suppliers safety data sheet, Chemadvisor - LOLI, Merck index, RTECS

Classification and procedure used to derive the classification for mixtures according to Regulation (EC) 1272/2008 [CLP]:

Physical hazards On basis of test data

Health Hazards Calculation method

Environmental hazards Calculation method

Training Advice

Chemical hazard awareness training, incorporating labelling, Safety Data Sheets (SDS), Personal Protective Equipment (PPE) and hygiene.

Use of personal protective equipment, covering appropriate selection, compatibility, breakthrough thresholds, care, maintenance, fit and standards.

First aid for chemical exposure, including the use of eye wash and safety showers.

Fire prevention and fighting, identifying hazards and risks, static electricity, explosive atmospheres posed by vapours and dusts.

Creation Date 12-Aug-2009

Revision Date 01-Jan-2021

Revision Summary Update to CLP Format.

**This safety data sheet complies with the requirements of Regulation (EC) No. 1907/2006
COMMISSION REGULATION (EU) 2020/878 amending Annex II to Regulation (EC) No
1907/2006**

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of Safety Data Sheet



PRODUCT DATA SHEET

Sikafloor® WP-8.1

Sports Floor 350 Finish

PRODUCT DESCRIPTION

Low VOC oil modified urethane varnish. A clear coating formulated to provide a durable, solid protective film.

USES

Sikafloor® WP-8.1 may only be used by experienced professionals.

New and existing wood sports floors in public and private schools, universities, professional arenas, and health clubs, stages, aerobic and dance floors.

CHARACTERISTICS / ADVANTAGES

- Superior Gloss
- Superior abrasion resistance
- Superior lightness in color
- Excellent rubber burn resistance
- Excellent film hardness
- 350 VOC compliant
- MFMA approved product

APPROVALS / STANDARDS

MFMA TESTS:

Sanding	Pass
Hardness	Pass
Abrasion Resistance	Pass
Flexibility	Pass
Coefficient of Friction	Pass
Maintenance	Pass

PRODUCT INFORMATION

Packaging	Product is available in 5 gallon (18.9 L), containers.	
Appearance / Color	4 - 6	(ASTM D-1544)
Shelf Life	2 years in original unopened container under proper storage conditions.	
Storage Conditions	Store dry between 40° - 90 °F (5° - 32 °C).	
Solid Content	50 +/- 1%	(ASTM D-1644)
Solid content by weight	7.5 - 7.7 Lbs.	(ASTM D-1475)
Volatile organic compound (VOC) content	<350 g / L	

Flash Point:

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Viscosity

40 - 70 cps

(ASTM D-1545)

TECHNICAL INFORMATION**Chemical Resistance**

Stain Resistance	Pass
Alcohol Resistance	Pass
Naphtha Resistance	Pass
Cola Resistance	Pass
Beer Resistance	Pass
Perspiration Resistance	Pass

Gloss Level

(60°) 90+

APPLICATION INFORMATION**Coverage**400 - 500 sq. ft. / gal. (37 m² - 46.5 m² / L)**APPLICATION INSTRUCTIONS****SURFACE PREPARATION****Previously coated floors**

A test patch is strongly recommended to determine adhesion compatibility over a previous water base, or unknown finish.

1. Remove any masking tape or gum with a putty knife. Clean the floor of dirt, dust mop treatments, etc. with a neutral cleaner.
2. Allow the floor to dry.
3. Screen the floors with #120 grit screens (250 sq. ft. per side; 23 m²) until the gloss is removed.
4. Vacuum and tack the floor thoroughly.

Newly installed floors or sanded to bare wood

1. Screen the floor using #120 grit screens (250 sq. ft. per side, 23 m²).
2. Vacuum, and then tack the floor with mineral spirits.
3. Allow the floor to dry.

Seal coat application

1. With a conventional lambswool or foam applicator or weighted T-bar, seal the bare wood with Sikafloor WP-4.1.
2. Allow 2 - 4 hours dry with good ventilation for each coat.
3. Minimum of two coats of Sikafloor WP-4.1 is recommended.
4. Screen the floor with a #120 grit screen, vacuum, and then tack the floor.
5. Line marking paint can then be applied.

Line marking:

1. Before using paint every color should be tested for compatibility, not just brands.
2. Apply line markings between the second and third coats. Follow the directions on the paint label for application.
3. Lay out the court with masking tape as required and apply the paint.

4. To ensure crisp lines allow paint to dry 1-2 hours before pulling up the tape.
5. Allow the lines to dry per manufacturer's directions.
6. Abrade the lines lightly using #120 grit or 150 grit screens.

MIXING

NOTICE: THIS PRODUCT IS DESIGNED TO BE USED AS IS THEREFORE THINNING OR REDUCING WITH SOLVENTS IS NOT RECOMMENDED. DO NOT THIN OR REDUCE PRODUCT WITH SOLVENTS ETC.

APPLICATION

With a conventional lambswool or foam applicator or weighted T-bar applicator, apply **Sikafloor WP-8.1** at 400 - 500 sq. ft. per gallon. Do not puddle finish. Allow over night dry (16 hrs min. 36 hrs max.) before recoating. Finish with a second coat of Sikafloor WP-8.1

AVAILABILITY/WARRANTY

1. **SPONTANEOUS COMBUSTION:** Dust created from screening oil based finishes and rags soaked with oil and dust can auto-ignite causing a fire. **DO NOT** store or throw away the dust and oil soaked rags into a closed vacuum or trash can. Immerse the dust in water and open the rags to air dry before discarding the waste. High temperatures, high humidity and freshly applied seal increase the potential for a fire.
2. In case of a spill absorb with inerts like sawdust or "oil dry" and wipe clean with Mineral Spirits Dispose in accordance with local regulations.
3. Empty containers may contain product residue, including flammable or explosive vapors. Do not cut, puncture, or weld on or near container.

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Trouble Shooting
Problem Observed

Possible Causes

Slow Dry:	Low curing temperatures, High humidity, Lack of ventilation, and air movement after application.
Streaks:	Product applied too thin.
Fisheyes:	A foreign material on the surface, like oil, grease, or silicone.
Wrinkling:	Recoating too soon, Too heavy an application, puddling the finish.
Bubbling:	Overworking the product with applicator, shaking the finish before applying, High temperatures during application.
Peeling:	Improper floor preparation.
Dirt Particles:	Applicator Not "De-Fuzzed" loose fibers in the film, Room vents not sealed during the application.
Screen Marks:	Using a too aggressive screen between coats.

LIMITATIONS

- Allow 72 hours before light traffic and 5-7 days before athletic activities.
- Full cure can take 14 days depending upon ambient conditions. The finish is susceptible to marring and scuffing prior to full cure. Do not replace walk-off mats prior to full cure.
- Product wills amber over time and affects surfaces light in color.
- Material Temperature: Precondition material for at least 24 hours near floor to be coated.
- Ambient Temperature: Minimum/Maximum 65°/95°F (18°/35°C).
- Ambient Relative Humidity: Maximum relative humidity is 80% during application and curing.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

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SAFETY DATA SHEET

B54W101

Section 1. Identification

Product identifier : Industrial Enamel - Pure White
Product code : B54W101
Other means of identification : Not available.
Product type : Liquid.

Recommended use of the chemical and restrictions on use

Not applicable.

Supplier's details : The Sherwin-Williams Company
101 W. Prospect Avenue
Cleveland, OH 44115

Emergency telephone number : +1 703-741-5970 (Jamaica, El Salvador, Guyana, Belize)
+(1) 868-224-5716 (Trinidad-Tobago)
e-mail address of person responsible for this SDS : sds@sherwin.com

Section 2. Hazard identification

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3
SKIN SENSITIZATION - Category 1
CARCINOGENICITY - Category 1B
TOXIC TO REPRODUCTION - Category 2
ASPIRATION HAZARD - Category 1
AQUATIC HAZARD (LONG-TERM) - Category 2

GHS label elements

Hazard pictograms



Signal word

: Danger

Hazard statements

: Flammable liquid and vapor.
May be fatal if swallowed and enters airways.
May cause an allergic skin reaction.
May cause cancer.
Suspected of damaging fertility or the unborn child.
Toxic to aquatic life with long lasting effects.

Precautionary statements

Prevention

: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing, eye protection, face protection, or hearing protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Avoid release to the environment. Avoid breathing vapor. Contaminated work clothing should not be allowed out of the workplace.

Response

: Collect spillage. IF exposed or concerned: Get medical advice or attention. IF SWALLOWED: Immediately call a POISON CENTER or doctor. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice or attention.

Storage

: Store locked up.

Section 2. Hazard identification

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Other hazards which do not result in classification : Please refer to the SDS for additional information. Risk of spontaneous combustion. Spraydust, cloth and other contaminated organic material should be wetted and placed in a sealed metal container. Store in a fire-proof place.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

Ingredient name	%	CAS number
Light Aliphatic Hydrocarbon	≥25 - ≤50	64742-47-8
Methyl Ethyl Ketoxime	<1	96-29-7
Zirconium 2-Ethylhexanoate	≤1	22464-99-9
Ethylbenzene	≤0.3	100-41-4
Calcium 2-Ethylhexanoate	≤0.3	136-51-6
2-(2-Methoxyethoxy)-ethanol	≤0.3	111-77-3

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Wash with plenty of soap and water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. In the event of any complaints or symptoms, avoid further exposure. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Section 4. First aid measures

- Skin contact** : May cause an allergic skin reaction.
- Ingestion** : May be fatal if swallowed and enters airways.
- Over-exposure signs/symptoms**
- Eye contact** : No specific data.
- Inhalation** : Adverse symptoms may include the following:
reduced fetal weight
increase in fetal deaths
skeletal malformations
- Skin contact** : Adverse symptoms may include the following:
irritation
redness
reduced fetal weight
increase in fetal deaths
skeletal malformations
- Ingestion** : Adverse symptoms may include the following:
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use dry chemical, CO₂, water spray (fog) or foam.
- Unsuitable extinguishing media** : Do not use water jet.

Specific hazards arising from the chemical : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. This material is toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Section 5. Fire-fighting measures

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not swallow. Avoid breathing vapor or mist. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Light Aliphatic Hydrocarbon	ACGIH TLV (United States, 1/2021). Absorbed through skin. TWA: 200 mg/m ³ , (as total hydrocarbon vapor) 8 hours.
Zirconium 2-Ethylhexanoate	ACGIH TLV (United States, 1/2021). TWA: 5 mg/m ³ , (as Zr) 8 hours. STEL: 10 mg/m ³ , (as Zr) 15 minutes.
Ethylbenzene	ACGIH TLV (United States, 1/2021). TWA: 20 ppm 8 hours.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Section 8. Exposure controls/personal protection

- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties and safety characteristics

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

- Physical state** : Liquid.
- Color** : Not available.
- Odor** : Not available.
- Odor threshold** : Not available.
- pH** : Not applicable.
- Melting point/freezing point** : Not available.
- Boiling point, initial boiling point, and boiling range** : 148°C (298.4°F)
- Flash point** : Closed cup: 38°C (100.4°F) [Pensky-Martens Closed Cup]
- Evaporation rate** : 0.13 (butyl acetate = 1)
- Flammability** : Not available.
- Lower and upper explosion limit/flammability limit** : Lower: 1%
Upper: 6%
- Vapor pressure** : 0.17 kPa (1.27 mm Hg)
- Relative vapor density** : 5 [Air = 1]
- Relative density** : 1.05
- Solubility** : Not available.
- Partition coefficient: n-octanol/water** : Not applicable.
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Kinematic (40°C (104°F)): <20.5 mm²/s (<20.5 cSt)
- Flow time (ISO 2431)** : Not available.
- Heat of combustion** : 17.879 kJ/g

Section 10. Stability and reactivity

- Reactivity** : No specific test data related to reactivity available for this product or its ingredients.
- Chemical stability** : The product is stable.
- Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.

Section 10. Stability and reactivity

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Methyl Ethyl Ketoxime	LD50 Oral	Rat	930 mg/kg	-
Zirconium 2-Ethylhexanoate	LD50 Dermal	Rabbit	>5 g/kg	-
	LD50 Oral	Rat	>5 g/kg	-
Ethylbenzene	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Methyl Ethyl Ketoxime	Eyes - Severe irritant	Rabbit	-	100 uL	-
Ethylbenzene	Eyes - Severe irritant	Rabbit	-	500 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 mg	-
2-(2-Methoxyethoxy)-ethanol	Eyes - Mild irritant	Rabbit	-	24 hours 500 mg	-
	Eyes - Moderate irritant	Rabbit	-	500 mg	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Methyl Ethyl Ketoxime	Category 1 Category 3	-	upper respiratory tract Narcotic effects

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Methyl Ethyl Ketoxime	Category 2	-	blood system
Ethylbenzene	Category 2	-	-

Section 11. Toxicological information

Aspiration hazard

Name	Result
Light Aliphatic Hydrocarbon	ASPIRATION HAZARD - Category 1
Ethylbenzene	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : May cause an allergic skin reaction.
Ingestion : May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.
Inhalation : Adverse symptoms may include the following:
 reduced fetal weight
 increase in fetal deaths
 skeletal malformations
Skin contact : Adverse symptoms may include the following:
 irritation
 redness
 reduced fetal weight
 increase in fetal deaths
 skeletal malformations
Ingestion : Adverse symptoms may include the following:
 nausea or vomiting
 reduced fetal weight
 increase in fetal deaths
 skeletal malformations

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure


Potential immediate effects : Not available.
Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.
Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.
Carcinogenicity : May cause cancer. Risk of cancer depends on duration and level of exposure. 
Mutagenicity : No known significant effects or critical hazards.
Reproductive toxicity : Suspected of damaging fertility or the unborn child.

Numerical measures of toxicity

Acute toxicity estimates

Section 11. Toxicological information

Product/ingredient name	Oral (mg/kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/l)
Methyl Ethyl Ketoxime	100	1100	N/A	N/A	N/A
Ethylbenzene	3500	N/A	N/A	11	N/A

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Light Aliphatic Hydrocarbon Methyl Ethyl Ketoxime Ethylbenzene	Acute LC50 2200 µg/l Fresh water	Fish - Lepomis macrochirus	4 days
	Acute LC50 843000 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute EC50 4900 µg/l Marine water	Algae - Skeletonema costatum	72 hours
	Acute EC50 7700 µg/l Marine water	Algae - Skeletonema costatum	96 hours
	Acute EC50 6.53 mg/l Marine water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 2.93 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
2-(2-Methoxyethoxy)-ethanol	Acute LC50 4200 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
	Acute EC50 >930 ppm Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 7500000 µg/l Fresh water	Fish - Lepomis macrochirus	96 hours

Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
Ethylbenzene	-	-	Readily

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Methyl Ethyl Ketoxime	-	2.5 to 5.8	low
Zirconium 2-Ethylhexanoate	-	2.96	low
Calcium 2-Ethylhexanoate	-	2.96	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.





Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do

Section 13. Disposal considerations

not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	UN	IMDG	IATA
UN number	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT. Marine pollutant (Light Aliphatic Hydrocarbon)	PAINT
Transport hazard class(es)	3 	3  	3 
Packing group	III	III	III
Environmental hazards	Yes. The environmentally hazardous substance mark is not required.	Yes.	Yes. The environmentally hazardous substance mark is not required.

Additional information

IMDG : The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg. **Emergency schedules** F-E, S-E

IATA : The environmentally hazardous substance mark may appear if required by other transportation regulations.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to IMO instruments : Not available.

Section 15. Regulatory information

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : Not determined.

Canada : Not determined.

China : Not determined.

Section 15. Regulatory information

Europe	: Not determined.
Japan	: Japan inventory (CSCL): Not determined. Japan inventory (ISHL): Not determined.
New Zealand	: Not determined.
Philippines	: Not determined.
Republic of Korea	: Not determined.
Taiwan	: Not determined.
Thailand	: Not determined.
Turkey	: Not determined.
United States	: Not determined.
Viet Nam	: Not determined.

Section 16. Other information

History

Date of printing	: 2/8/2022
Date of issue/Date of revision	: 2/8/2022
Date of previous issue	: 9/30/2021
Version	: 2

Key to abbreviations

: ATE = Acute Toxicity Estimate
: BCF = Bioconcentration Factor
: GHS = Globally Harmonized System of Classification and Labelling of Chemicals
: IATA = International Air Transport Association
: IBC = Intermediate Bulk Container
: IMDG = International Maritime Dangerous Goods
: LogPow = logarithm of the octanol/water partition coefficient
: MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
: N/A = Not available
: SGG = Segregation Group
: UN = United Nations

Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	On basis of test data
SKIN SENSITIZATION - Category 1	Calculation method
CARCINOGENICITY - Category 1B	Calculation method
TOXIC TO REPRODUCTION - Category 2	Calculation method
ASPIRATION HAZARD - Category 1	Calculation method
AQUATIC HAZARD (LONG-TERM) - Category 2	Calculation method

References : Not available.

☑ Indicates information that has changed from previously issued version.

Notice to reader

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Products shall not be repackaged, modified, or tinted except as specifically instructed by the manufacturer, including but not limited to the incorporation of products not specified by the manufacturer, or the use or addition of products in proportions not specified by the manufacturer. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary

Section 16. Other information

for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs obtained from any other source.

PRODUCT DATA SHEET

Sikafloor® WP-11.1

350 Polyurethane Sealer

PRODUCT DESCRIPTION

Low VOC polyurethane sealer formulated and recommended for application to bare wood to provide a sealed surface for finish coats.

USES

Sikafloor® WP-11.1 may only be used by experienced professionals.

New and existing wood sports floors in public and private schools, universities, professional arenas, and health clubs.

CHARACTERISTICS / ADVANTAGES

350 g/l VOC compliant, excellent film hardness, deep penetration into wood, light color

PRODUCT INFORMATION

Packaging	5 gallon pail.	
Appearance / Color	4 - 6	(ASTM D-1544)
Shelf Life	2 years in original unopened container under proper storage conditions.	
Storage Conditions	Store dry between 40° - 90°F (5° - 32°C).	
Solid Content	35 + 1%	(ASTM D-1644)
Solid content by weight	7.8 - 8.0 lbs.	(ASTM D-1475)
Volatile organic compound (VOC) content	<350 g/L	
	Flash Point: 110 - 115°F	(ASTM D-56)
Viscosity	20 - 50 cps	(ASTM D-1545)

TECHNICAL INFORMATION

Chemical Resistance Not recommended for or marketed as a topcoat.

Gloss Level (60°) 90+

APPLICATION INFORMATION

Coverage 300-500 square feet per gallon

Cure Time Allow the sealer to dry 6 - 24 hours before recoating. Seal with a second coat of Sikafloor WP-11.1. Adequate ventilation is imperative during the curing process. Dry times will vary bases upon the drying conditions. Do not apply when temperature is above 95°F or below 65 F, or when relative humidity is above 80%. Clean up with mineral spirits.

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

Newly installed floors or sanded to bare wood

1. Screen the floor using #100 grit screens (250 sq. ft per side, 23m2).
2. Vacuum, then tack rag the floor with water.
3. Allow the floor to dry to a dull, glossless surface.

Seal coat application

1. With a conventional lambswool or foam applicator or weighted T-bar, seal the bare wood with Sikafloor WP-11.1.
2. Allow 6-24 hours dry with good ventilation for each coat. If cured over 24 hours, abrade with 120 grit screen.
3. Minimum of two coats of Sikafloor WP-11.1 is recommended.
4. Remove raised grain with a #120 grit screen, then tack rag with water.
5. Line marking paint can then be applied.

Line marking:

1. Before using paint every color should be tested for compatibility, not just brands.
2. Apply line markings between the second and third coats. Follow the directions on the paint label for application.
3. Lay out the court with masking tape as required and apply the paint.
4. To ensure crisp lines allow paint to dry 1-2 hours before pulling up the tape.
5. Allow the lines to dry per manufacturers directions.
6. Abrade the lines lightly with #120 grit screens following cure and prior to applying a finish coat.

MIXING

Lightly blend product prior to application. Do not introduce air bubbles. THIS PRODUCT IS DESIGNED TO BE USED AS IS. **DO NOT THIN OR REDUCE WITH SOLVENTS.**

APPLICATION

Over Painting

Apply line marking paint after the second seal coat.

Follow the directions on the paint label for application. Abrade the paint lines lightly with #120 grit screens following cure and prior to finishing.

Tooling & Finishing

With a conventional lambswool or foam applicator or weighted T - bar, apply Sikafloor WP-11.1 going with the grain. Do not puddle sealer. Allow the sealer to dry 6 - 24 hours before recoating. Seal with a second coat of Sikafloor WP-11.1.

MAINTENANCE

CLEANING

In case of spill, eliminate all ignition and heat sources. Ventilate area. Open doors and windows. Wear chemical resistant gloves/goggles/clothing. In absence of proper ventilation use properly fitted NIOSH respirator. Use explosion proof equipment and spark proof tools. Confine spill, collect using noncombustible absorbent material and place in properly sealed container. Dispose of excess product in accordance with applicable local, state and federal regulations.

AVAILABILITY/WARRANTY

SPONTANEOUS COMBUSTION: Dust created from screening oil based finishes and rags soaked with oil and dust can auto-ignite causing a fire. DO NOT store or throw away the dust and oil soaked rags into a closed vacuum or trash can. Immerse the dust in water and open the rags to air dry before discarding the waste. High temperatures, high humidity and freshly applied seal increase the potential for a fire.

1. Long term overexposure to solvents have been associated with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.
2. In case of a spill absorb with inerts like sawdust or "oil dry" and wipe clean with Mineral Spirits. Dispose in accordance with local regulations.
3. Empty containers may contain product residue, including flammable or explosive vapors. Do not cut,

puncture, or weld on or near container.
 4. Technical Data Sheets are updated periodically. To ensure the most current version is being used, visit Technical Resources on www.sikafloorusa.com. Proper material application is the responsibility of the user. Site visits made by Sika personnel are for making technical recommendations only and not for supervising or providing quality control. Before applying for protection against specific chemical environments, consult Chemical Resistance Guide or Sika Technical Service.

Trouble Shooting

Problem Observed	Possible Causes
Slow Dry:	Low curing temperatures, High humidity, Lack of ventilation, and air movement after application.
Streaks:	Product applied too thin.
Fisheyes:	A foreign material on the surface, like oil, grease, or silicone.
Wrinkling:	Recoating too soon, Too heavy an application, puddling the finish.
Bubbling:	Overworking the product with applicator, shaking the finish before applying, High temperatures during application.
Peeling:	Improper floor preparation.
Dirt Particles:	Applicator Not "De-Fuzzed" loose fibers in the film, Room vents not sealed during the application.
Screen Marks:	Using a too aggressive screen between coats.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

Caution

DANGER: FLAMMABLE, IRRITANT. Contains Stoddard Solvent (CAS 8052-41-3), Octamethylcyclotetrasiloxane (CAS 556-67-2) and 4-chloro-a,a,a-trifluorotoluene (CAS 98-56-6). **Keep away from heat, sparks, sunlight, electrical equipment, flame or other sources of ignition. VAPORS MAY IGNITE AND EXPLODE. DO NOT SMOKE.**

Use only in well ventilated areas. Open doors and windows during use. Eye/skin/respiratory irritant. Inhalation can result in headaches and dizziness. Harmful if swallowed. **Intentional misuse by deliberate concentration and inhalation of vapors may be harmful or fatal.** Reports have associated repeated and prolonged exposure to some of the chemicals in this product with permanent brain, liver, kidney and nervous system damage. **Intentional misuse by deliberate concentration and inhalation of vapors may be harmful or fatal.**

First Aid

Eyes – Hold eyelids apart and flush thoroughly with water for 15 minutes. **Skin** – Remove contaminated clothing. Wash skin thoroughly for 15 minutes with soap and water. **Inhalation** – Remove to fresh air. Ingestion – Do not induce vomiting. Dilute with water. **Contact physician. In all cases contact a physician immediately if symptoms persist.**

Handling & Storage

Keep away from heat, sparks, sunlight, electrical equipment or flame. VAPORS MAY IGNITE AND EXPLODE. DO NOT SMOKE. Open doors and windows during use. Use adequate local and mechanical ventilation. Wear protective equipment (chemically resistant gloves/goggles/clothing) to prevent direct contact with skin and eyes. Use properly fitted NIOSH vapor cartridge respirator if ventilation is poor. Wash thoroughly with soap and water after use. Remove contaminated clothing after use. Store product in tightly sealed containers in a cool, dry well ventilated area at temperatures between 40° F and 90°F away from ignition sources. Use explosion-proof electrical

(ventilating, lighting and material handling) equipment. Use nonsparking tools. Take precautionary measures against electrostatic discharges. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

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Product Data Sheet

Sikafloor® WP-11.1
December 2018, Version 01.01
020812040030000016

SikafloorWP-111-en-US-(12-2018)-1-1.pdf

AGREEMENT FOR 2022 FIELD HOUSE GYMNASIUM FLOOR REFINISHING

This Agreement for the _____ (the "Agreement") is made this ___ day of _____, 2022, 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 **Field House located at 800 Baldwin Avenue**, Waukegan, Illinois 60085 ("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 _____, 2022, 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: 2022 Field House Gymnasium Floor Refinishing, 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. Work to be completed between August 29 – September 16, 2022. Contractor shall achieve Final Completion of the Work on or before **September 16, 2022.**

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: Kristy De Boer

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: _____
President, Board of Commissioners

Its: _____

By: _____
Printed Name: _____

Its: _____