

REQUEST FOR BID

Bids for the 2023 Big Creek Park Pool Slide Restoration Project for the Canton Park DISTRICT, Canton, Illinois will be received until 1:30 PM on March 22, 2023 at the Administration Office located at 250 South Avenue D, Canton, IL 61520 and will be thereafter publicly opened and read.

Bid packages are available online at www.cantonpark.org. Please direct any inquiries to Matt Murphy, Superintendent of Parks, at m.murphy@cantonpark.org or (309) 647-1345.

The Canton Park DISTRICT reserves the right to reject any and all bids, to waive any informalities and to accept the bid that is most advantageous, beneficial or expeditious to the Canton Park DISTRICT. No bid may be withdrawn for a period of ninety (90) days after bid opening. Bids may be corrected for clerical or typographical errors at the discretion of the Canton Park DISTRICT, but not because of an error in judgment.

The Bid Documents must be submitted in duplicate in a sealed envelope marked "2023 Big Creek Park Pool Slide Restoration Project".

SCOPE

The scope of this project is to restore of the following water slides located at Big Creek Park Pool at 940 N. Main, Canton, IL 61520: Open flume body slide, open drop slide and kiddy slide.

Unless otherwise, specifically stated in the contract documents and technical specifications, the CONTRACTOR shall provide and pay for all bonds, insurance, permits, inspections, licenses, materials, labor, tools, equipment, light, power, water, heat, transportation, testing, supervision, utility connection, fees, and other facilities necessary for the execution and completion of work. If the CONTRACTOR, in the course of work, find any discrepancy between the specifications and physical conditions of the locality, or any error or omission in the specifications, shall immediately inform the project development coordinator in writing, and the project development coordinator shall promptly verify the same.

The CONTRACTOR shall deliver all improvements embraced in this contract, complete in every respect, within the specified time.

The CONTRACTOR shall at all times, carry on the work in such a manner as to minimize the interference with traffic, utility and municipal services, and adjoining property owners, egress, ingress, and use of their property.

The work shall be carried out in such a manner that all physical structures and natural features are restored to at least as good of condition as they were in before the work was done. It is understood that where specifications apply, they are provisions shall determine the character and manner of restoration in existing structures and features.

The CONTRACTOR shall repair any damage, outside of the scope of work, done to private or public property to the satisfaction of the owner of said property, and the CONTRACTOR shall absorb the cost.

The term of this contract begins after a written notice to proceed and terminates 14 working days after notice to proceed. Installation shall be subject to adequate weather conditions per manufactures specifications. Anticipated start date shall be May 1, 2023.

Questions concerning this project shall be directed to Matt Murphy, superintendent of Parks, at m.murphy@cantonpark.org or (309) 647-1345.

INSTRUCTIONS TO BIDDERS

1. The Canton Park DISTRICT will receive bids from qualified CONTRACTORS (BIDDER) for the 2023 Big Creek Park Pool Slide Restoration Project. Sealed bids will be accepted until 1:30 PM, Friday, March 17, 2023.
2. BIDDER shall submit their bids on the included bid form and shall fill in all spaces requiring unit prices. Failure to do so may disqualify the bid. Bids are to be sent in a sealed, opaque envelope clearly marked "2023 Big Creek Park Pool Slide Restoration Project".
3. BIDDER shall identify the items that will be furnished by brand or manufacturer's name and catalog numbers. BIDDER shall furnish specifications and descriptive literature.
4. BIDDER shall exclude Federal Excise Tax and/or Sales and use taxes in their bid prices, as the DISTRICT is exempt from these taxes by law. Tax exemption certificates will be furnished if required. BIDDER is to exclude sales tax from vendors and material suppliers in their bid prices.
5. The delivery date(s), or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
6. The proposal for this contract shall be based upon the required payment by the CONTRACTOR of prevailing hourly rate of wages for each craft or type of worker required to execute the Contract as determined by the Illinois Department of Labor.
7. BIDDER shall include with their bids a signed and notarized NON-COLLUSION AFFIDAVIT, which is part of the bid packet.
8. BIDDER shall include with their bids a BID BOND, CASHIERS CHECK OR MONEY ORDER in the amount of 5% of the total bid.
9. BIDDER shall include with their bid a CERTIFICATE OF INSURANCE as outlined in the specifications.
10. All changes in specification, as herein set forth will be by written addendum only. No oral changes are authorized and any such communications shall be acted upon at the sole risk and responsibility of the BIDDER.
11. BIDDER will acknowledge receipt of any and all addendum on "BID FORM".
12. Bids may be withdrawn prior to bid opening, but once opened, bids are to be binding for ninety (90) days following bid opening.
13. BIDDER shall tour and become familiar with the DISTRICT as it pertains to this bid and shall thoroughly understand the "SPECIFICATIONS", "BID FORM" AND "CONTRACT" prior to the submitting of bids.

14. BIDDER shall submit their bids in duplicate.
15. Any questions or clarifications pertaining to this proposal should be directed to Matt Murphy, Superintendent of Park, at (309) 647-1345 or m.murphy@cantonpark.org prior to the submitting of bids.
16. BIDDER shall include with their bids on a separate sheet titled "REFERENCES" a list of all municipalities with contact name and phone numbers for similar work in Illinois. If none exist, the bidder must provide at least three (3) references with contact names and phone numbers from the closest municipalities served.
17. The DISTRICT reserves the right to waive any informality in the bidding procedure and the right to refuse any and all bids tendered.

SPECIFICATIONS Open Flume Body Slide, Open Drop Slide, and Kiddy Slide

BIDDER/CONTRACTOR shall provide all necessary equipment, materials and labor to execute work on all required areas of the 2023 BIG CREEK PARK POOL SLIDE RESTORATION PROJECT in accordance with any federal, state, county, or local laws and ordinances within the Canton Park DISTRICT boundaries (Canton Township).

1. The CONTRACTOR shall provide a minimum five (5) year warranty on paint for adhesion, delamination of structural fiberglass repairs and gel coating.
1. The CONTRACTOR shall remove failed coatings on the interior and runout sections of the slides.
2. The CONTRACTOR shall repair all minor fiberglass damage in the ride path of the slides with a vinyl-ester resin.
3. The CONTRACTOR shall prepare the interior ride path of the slides for gel coat.
4. The CONTRACTOR shall apply the gel coat to a thickness of 20-24 millimeters using poly ester resin premium gel coat. The gel coat shall be base white gel coat.
5. The CONTRACTOR shall caulk interior seams of the slides as needed with premium caulk.
6. The CONTRACTOR shall wash the exterior of the slides with internally formulated cleaner.
7. The CONTRACTOR shall paint the exterior of the slides with poly-siloxane paint in colors similar to the existing slide color.
8. The CONTRACTOR shall clean start tub and all ride path sections along the interior of the slides.
9. The CONTRACTOR shall wax start tub and all ride path sections along the interior of the slides.

ARTICLE 1 – PROJECT REQUIREMENTS

1.1 TIME OF COMPLETION

- A. The Owner will occupy the building/facility at all times.
- B. The project shall be completed no later than May 26, 2023.
- C. Construction may start immediately, except as noted in Section “XXXXXX” Summary.
- D. By submitting a bid, the CONTRACTOR agrees that if awarded the Contract, they will promptly order all materials and staff the project fully with skilled trades workers in order to complete the project expeditiously.

1.2 PERMITS AND FEES

- A. CONTRACTOR is responsible for acquiring, complying with and maintaining all permits required from local, state, or Federal authorities as required by statute or ordinance.

1.3 TAXES

- A. The owner is exempt from applicable federal, state, and local sales tax. Retail tax shall not be included in the contract amount. Owner will furnish documentation to the CONTRACTOR.

1.4 PREVAILING WAGE

- A. For the entire duration of work under the contract, the CONTRACTOR shall conform to the federal and state statutes to the payment of prevailing wages and to all valid rules and regulations now or hereafter issued pursuant thereto, that are cited in Article 1.11, “Wage Payments and Equal Employment Opportunity”, of the Department of Labor. The CONTRACTOR and SUBCONTRACTOR shall pay the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Department of Labor for the Illinois county for each craft or type of worker needed to execute the contract or to perform such work cited in the “Illinois Prevailing Wage Act” (820 ILCS 130.01 et seq.).
- B. If during the course of work under this Contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this Contract for any trade or occupation, CONTRACTOR shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by CONTRACTOR and all SUBCONTRACTORS to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

1.5 NON-DISCRIMINATION

- A. The CONTRACTOR agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The CONTRACTOR further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder.
- B. As required by Illinois Law, in the event of CONTRACTOR’s non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“Department”), the CONTRACTOR may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as

provided by statute or regulation. During the performance of the contract, the CONTRACTOR agrees as follows:

- a. That it will not discriminate against any employee or outlook and for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization fails or refuses to cooperate with the CONTRACTOR in its efforts to comply with such Act and Rules, the CONTRACTOR will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such SUBCONTRACTOR. In the same manner as with other provisions of this contract, the CONTRACTOR will be liable for compliance with applicable provisions of this clause, by such SUBCONTRACTORS; and further it will promptly notify the contracting agency and the Department in the event any SUBCONTRACTOR fails or refuses to comply therewith. In addition, the CONTRACTOR will not utilize any SUBCONTRACTOR declared by the Illinois Human Rights Commission to be ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

1.6 ILLINOIS REQUIREMENTS

- A. The Illinois "Employment of Illinois Workers on Public Works Act", 30 ILCS 470/0.01 et seq. shall prevail on this project.

ARTICLE 2 – PRE-BID SUBSTITUTIONS

2.1 PRE-BID APPROVAL FOR SUBSTITUTION OF CERTAIN MATERIAL AND EQUIPMENT

- A. Where one or more proprietary products are specified, bids shall be based upon one of the specified products. However, bidders are encouraged to quote on substitute products by listing them on the bid form and by indicating the additional cost or credit.
- B. The specified products have been used in preparing the specifications and thus establish minimum qualities which substitutes must meet to qualify as acceptable. Proof of the quality rests with the bidder; adequate supporting information must accompany the bid.
- C. The DISTRICT reserves the right to reject proposed substitutes.
- D. The bid price for each proposed substitute shall include all costs of all trades affected by the substitute required to incorporate the substitute into the project. Later requests for additional monies for substitutes will not be considered.
- E. Refer to Division 1, Section 1600 “Product Requirements” for additional information.
- F. Substitutions after bid date are subject to DISTRICT approval. If not approved, CONTRACTOR must provide specified products at no additional cost.

ARTICLE 3 – BIDDER’S REPRESENTATION

3.1 BIDDER REPRESENTATION

- A. By submitting a Bid, each Bidder represents that they have:
 - a. Read and understand the Bidding Documents and the Bid is made in accordance therewith.
 - b. Visited the site and have familiarized themselves with local conditions under which the Work is to be performed, including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at Site, the conformation and conditions of the surface and subsurface conditions of the Site, the character of equipment and facilities needed preliminary to and during prosecution of the Work and the Bid is based upon materials, systems and equipment described in Bidding Documents.

ARTICLE 4 – BIDDING DOCUMENTS

4.1 DOCUMENT USE AND AVAILABILITY

- A. Bidders may obtain documents according to provisions of the Invitation to Bid.
- B. Each Bidder and Sub-bidder shall be responsible for contents of the complete set of Bidding Documents in preparing and submitting a Bid or sub-bid. Bidder or sub-bidder ordering an incomplete set shall request by written order the specific documents they require. The issuing party or the Owner assumes no responsibility for omissions, errors, or misinterpretations resulting from use of incomplete sets of documents.

4.2 INTERPRETATIONS AND CORRECTIONS

- A. Bidders and Sub-bidders shall promptly notify the DISTRICT of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents, or of the site and local conditions.

- B. If work is required in a manner to make it impossible to produce work of the quality required by the contract, or should discrepancies appear among the contract documents, the CONTRACTOR shall request in writing an interpretation from the DISTRICT before proceeding with the work. If the CONTRACTOR fails to make such request, no excuses will thereafter be entertained for failure to carry out work in the required manner or provide required guarantees, warranties, or bonds.
- C. Bidder and sub-bidders requiring clarification or interpretations shall make a written request to Matt Murphy, Superintendent of Parks. Requests for clarification or interpretations may not be acknowledged if received by the DISTRICT five (5) days or less prior to the date for receipt of Bids.
- D. Interpretation, corrections or changes to the Bidding Documents will be made by Addenda. Interpretations, corrections or changes made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 ADDENDA

- A. Addenda will be transmitted by mail, telephone facsimile, or other delivery means to all parties who are known by the issuing party to have received a complete set or partial set of Bidding Documents.
- B. Receipt of Addenda must be acknowledged on the Bid Form.

ARTICLE 5 – BIDDING PROCEDURE

5.1 FORM OF BIDS

- A. Submit all Bids in duplicate of forms specified. Oral telephonic, telephone facsimile, or telegraphic bids will not receive consideration. Fill in blanks on the form with typewriter or ink using “NA” or “No Bid” in blanks for which a time or sum is not applicable. Where required by the form, express sums, quantities, and days, in both figures and words. The word shall govern in the event of a discrepancy between the two.
- B. Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.
- C. Each copy of the Bid shall include the legal name of the Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and each copy shall be signed by a person or persons legally authorized to bid the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying agent’s authority to bind Bidder.

5.2 BID SECURITY

- A. BIDDERS shall include with their bids a BID BOND, CASHIERS CHECK OR MONEY ORDER in the amount of 5% of the total bid.

5.3 SUBMISSION PROCEDURES

- A. Submit all copies of the Bid, Bid Security, and other documents required, in a sealed opaque envelope addressed to the party designated to receive bids, identified with the Project Name, and the Bidder’s name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation “Bid Enclosed” on its face.
- B. Deposit bids at designated location prior to time and date for receipt of Bids indicated in the Invitation to Bid, or any extension made by Addendum.
- C. Bidders shall accept full responsibility for timely delivery of Bids. Bids received after time and date specified for receipt of Bids will not receive consideration.

5.4 BID MODIFICATION OR WITHDRAWAL

- A. A bid may not be modified, withdrawn, or canceled by the Bidder for a period of ninety (90) days following the receipt of Bids. Bids submitted prior to time for receipt of Bids may be modified or withdrawn only by notice to the party receiving bids and prior to the time designated for receipt of bids. The notice shall be in writing over the signature of the Bidder or be by telephone facsimile. If by telephone facsimile, original written confirmation over the signature of Bidder must be received by the Owner within twenty-four (24) hour of the time set for receipt of bids. Modifications shall be worded as not to reveal the amount of the original Bid.
- B. Withdrawn bids may be resubmitted up to time designated for receipt of Bids provided that they are then fully in conformance with the bidding requirements. Bid Security, when required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 6 – LATE BIDS

6.1 GENERAL

- A. Bids and withdrawals of bids received at the office designated on the invitation for the bids after the exact time set for opening of the bids will not be considered.

ARTICLE 7 – CONSIDERATION OF BIDS

7.1 REJECTION OF BIDS

- A. The Owner reserves the right to reject any or all bids when such action is in the Owner's best interest.

7.2 ACCEPTANCE OF BIDS

- A. The Owner reserves the right to waive any informality or irregularity in any Bid when such action is in the Owner's best interest in awarding a Contract.
- B. It is the Owner's intention to award a Contract to the lowest responsible Bidder, complying with the bidding requirements, provided the Bid is judged to be reasonable.

7.3 CONSIDERATION OF ALTERNATES

- A. Alternates may be accepted in any order and in any combination in awarding a Contract.

ARTICLE 8 – SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

8.1 As used in this section, the following terms shall mean:

- A. Construction: Construction, reconstruction, demolition, painting and decorating, or other major repairs.
- B. Department: The Illinois Department of Labor
- C. Person: Any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. DISTRICT: The Canton Park District, Canton, Illinois 61520
- E. Public Works: All fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

8.2 Any person signing a Contract to work on the construction of public works for the DISTRICT shall provide all required training to employees and maintain compliance with the Illinois Department of Labor and the Occupational Safety and Health Administration construction safety programs.

ARTICLE 9 - CONTRACTOR'S LIABILITY INSURANCE

9.1 The CONTRACTOR shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to the DISTRICT.

9.3. The CONTRACTOR and their SUB-CONTRACTORS shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- Workers' Compensation in full compliance with statutory requirements of Federal and State of Illinois law and Employers' Liability coverage in the amount of \$1,000,000.
- Comprehensive General Liability and Bodily Injury
 - Each Occurrence: \$500,000
 - Aggregate: \$1,000,000
- Comprehensive Automobile Liability, Bodily Injury
 - Each Occurrence: \$500,000
 - Aggregate: \$1,000,000
- Umbrella/Excess Liability
 - Each Occurrence \$1,000,000
 - Aggregate \$2,000,000

9.4 The certificates must state **"The Canton Park District is an additional insured."**

ARTICLE 10 – INDEMNIFICATION

10.1. To the extent permitted by law, the BIDDER agrees to defend, indemnify and hold harmless the DISTRICT its officers, directors, agents, and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of BIDDER, in connection with performance of any work by BIDDER, its officers, directors, agents, employees and subcontractors.

ARTICLE 11 - CHANGE OF VENUE

The parties of the Agreement agree that the venue shall lie exclusively in the Circuit Court of Fulton County, State of Illinois, in the event of any litigation between them with regards to the matter encompassed by the agreement.

REQUEST FOR BID

The CANTON PARK DISTRICT will accept sealed bids for the refurbishing and restoration of the Big Creek Park Pool Slides until 1:30 PM on March 22, 2023. Bids may be delivered or mailed to the Administration Office located at 250 South Avenue D, Canton, IL 61520 and will be thereafter publicly opened and read. 2

Bid packages are available online at www.cantonpark.org. Please direct any inquiries to Matt Murphy, Superintendent of Parks, at m.murphy@cantonpark.org or (309) 647-1345.

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The Bid Documents must be submitted in duplicate in a sealed envelope marked "2023 Big Creek Park Pool Slide Restoration Project".