

Morton Grove Park District
Harrer Pool Concession Equipment Bid

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HARRER POOL CONCESSION EQUIPMENT BID

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**INVITATION TO BID
MORTON GROVE PARK DISTRICT
HARRER POOL CONCESSION EQUIPMENT BID**

The Morton Grove Park District is accepting bids for the purchase of concession equipment for the Park District's Harrer Pool.

Specifications and Contract Documents may be obtained beginning Thursday, April 15, 2021, at the Morton Grove Park District's Administrative Office, located at 6834 Dempster Street, Morton Grove, Illinois, 60053-2631, Monday - Friday, 9:00 a.m. - 5:00 p.m., or online at mortongrovecparks.com/bidsproposals/.

Each bid must be placed in a sealed, opaque envelope with the Bidder's name, the date and time of the bid deadline and marked "Sealed Bid: Morton Grove Park District Harrer Pool Concession Equipment Bid," and addressed to the Morton Grove Park District, 6834 Dempster Street, Morton Grove, Illinois, 60053-2631, Attention: Executive Director. Bids will be received until 11:00 am on April 29, 2021, at which time the bid proposals will be publicly opened and read aloud at the District's Administrative Office, located at 6834 Dempster Street, Morton Grove, Illinois, 60053-2631.

The Morton Grove Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Morton Grove Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Morton Grove Park District on request of the Bidder, for use in connection with this Project only.

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Morton Grove 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.

The Contractor 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.

Jeffrey Wait

Executive Director

**INSTRUCTIONS TO BIDDERS
MORTON GROVE PARK DISTRICT
HARRER POOL CONCESSION EQUIPMENT BID**

INSTRUCTIONS TO BIDDERS

The Morton Grove Park District and Owner are one and the same. The Owner's Representative for this Project is Jeffrey Wait and can be contacted at 847-965-0383 or jwait@mgparks.com.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

The word "Work" shall mean all labor and materials, equipment and transportation to be supplied by the Contractor awarded the Project in accordance with the bid Specifications.

A. BID DOCUMENTS

Bid Documents for this Project will be available for examination and can be obtained from the Morton Grove Park District's Administrative Office, located at 6834 Dempster Street, Monday - Friday, 9:00 a.m. – 5:00 p.m., or online at mortongroveparks.com/bidsproposals/.

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.
2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. Bidders' prices are to include the delivery of all equipment and materials; including supplies, tools, transportation, insurance, 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.

6. 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.
7. Attached to the Bid 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.
8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

Sealed Bid: Morton Grove Park District
Harrer Pool Concession Equipment Bid
Attn: Executive Director
6834 Dempster Street
Morton Grove, Illinois 60053-2631

9. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than April 29, 2021 at 11:00 am. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his 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 will be considered non-responsive.
10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.
11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 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 or 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.

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

2. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

3. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the Contractor subcontracts any part of the Work for this project, the Contractor shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the Contractor.

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

D. MODIFICATION OF BIDS

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by facsimile will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or 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 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 in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. 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 Owner 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 all 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. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with 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 therefore 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 Morton Grove Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on 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.

G. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Morton Grove 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 will be returned after the decision to accept or reject bids by the Morton Grove Park District Board of Park Commissioners. The bid security of the three (3) lowest responsive and responsible Bidders will be returned after acceptance by the Park District of an acceptable certificate of insurance from the successful Bidder naming the Morton Grove 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.

The failure of the successful Bidder to enter into the Contract and supply the required 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 a default, the Owner need not return the defaulting Bidder's bid surety 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, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

H. 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.

I. ACCEPTANCE AND CONTRACT

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, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

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 forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Specifications, Drawings, if any, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Agreement for the Purchase of Concession Equipment, substantially in the same form as included in these Bid Documents (the "Contract" or the "Agreement"), and proof of insurance comprise the Contract Documents.

J. 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 the 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 Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to the Owner's Representative, Jeffrey Wait at 847-965-0383 or jwait@mortongroveparks.com. If an error or omission is discovered in the Bid Documents 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 Park District 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 after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by email to each prime Bidder of record. 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 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.

L. 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 Contract 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 judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**CONDITIONS OF THE CONTRACT
MORTON GROVE PARK DISTRICT
HARRER POOL CONCESSION EQUIPMENT BID**

GENERAL CONDITIONS

The General Conditions are in the Agreement for Purchase of Concession Equipment included in these Bid Documents and include the following terms (the “General Conditions”):

1. COMMENCEMENT AND COMPLETION DATE

Contractor shall achieve Final Completion on or before June 15, 2021, unless otherwise extended by agreement of the parties.

2. DELIVERY

Contractor will arrange for delivery of the equipment through a carrier chosen by Contractor, the costs of which shall be F.O.B. Morton Grove, Illinois.

3. USE OF THE SITES

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to: a) employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and b) the equipment and materials 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. The 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.

The Contractor shall protect all existing property and improvements within the project site and those adjacent to the Owner’s property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger

Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

5. INSURANCE

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

The successful Bidder shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

The successful Bidder 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 04 13, or a substitute form providing 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 District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing 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 District. Any insurance or self-insurance maintained by the District shall be deemed excess of such bidder's insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

The successful Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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 equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

The successful Bidder shall maintain workers compensation 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.

Such Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Bidder's activities.

d. General Insurance Provisions

i. Evidence of Insurance: The successful Bidder shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Bidder's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

Such Bidder shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on 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 District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the successful Bidder may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Bidder may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims 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 Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent 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, regardless of whether or not it is caused in part by a party indemnified hereunder. 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 any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of

insurance coverage herein provided.

The successful Bidder's indemnification of the District shall survive the termination or expiration of the Contract.

7. WARRANTY

Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that 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 Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon Final Completion of the Work. All warranties for labor shall become effective upon the Park District's final acceptance of the Work and shall run for a twelve (12) month period, unless a longer period is provided for by law. Warranty for the equipment shall become effective upon Park District's final acceptance the Work and shall run for the warranty period as set out in the manufacturer's warranty for the equipment. Final acceptance shall occur only after the Equipment has been delivered, inspected and accepted by the Park District. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Equipment. Where warranties overlap, the more stringent requirement shall govern. On all material or equipment incorporated in the Work, the Contractor must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications.

SPECIAL CONDITIONS

Harrer Park shall remain open to the public for the duration of the delivery and installation of the concession equipment. As such, Contractor shall maintain the project site in a manner that ensures safe access to the Harrer Park's amenities by the public, Park District staff and others requiring access to Harrer Park. 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.

**BID FORM
MORTON GROVE PARK DISTRICT
HARRER POOL CONCESSION EQUIPMENT BID**

TO: Morton Grove Park District
6834 Dempster Street
Morton Grove, Illinois 60053-2631

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

FOR: Morton Grove Park District Harrer Pool Concession Equipment Bid

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Morton Grove Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.

- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, transportation, and to do all of the Work and to furnish all of the equipment specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. 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;
- I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following lump sum price:

\$ _____

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

| | |
|--------------------|-------------|
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |

Final Completion of the Project shall be on or before June 15, 2021 unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2021.

| | | |
|-----------------------------|-----------------|-----|
| _____ | (a) Individual | () |
| Full Name of Bidder (Print) | (b) Partnership | () |
| | (c) Corporation | () |

Name and Title of Authorized Agent
if Corporation or Partnership (Print): _____

Full Name and Title of Bidder (Signature)

Street Address

City/State/Zip

Phone

Email

LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

| Subcontractor Name & Address | Classification of Work | Amount of Subcontract |
|------------------------------|------------------------|-----------------------|
|------------------------------|------------------------|-----------------------|

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| 1. | | |
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BIDDER'S REFERENCE LIST

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as the Harrer Pool Concession Equipment Bid in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

| | | | |
|-------------------------------|--|-------------------------------|---------------|
| 1. | <hr/> | | |
| | Name of Park District, School District, or Municipality | | |
| | <hr/> | | |
| | Contact Person | | |
| | <hr/> | | |
| | <table border="0" style="width: 100%;"><tr><td style="width: 50%;">Phone Number</td><td style="width: 50%;">E-Mail</td></tr></table> | Phone Number | E-Mail |
| Phone Number | E-Mail | | |
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| | <table border="0" style="width: 100%;"><tr><td style="width: 60%;">Description of Work performed</td><td style="width: 40%;">Project Value</td></tr></table> | Description of Work performed | Project Value |
| Description of Work performed | Project Value | | |
| 2. | <hr/> | | |
| | Name of Park District, School District, or Municipality | | |
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| | Contact Person | | |
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| | <table border="0" style="width: 100%;"><tr><td style="width: 60%;">Description of Work performed</td><td style="width: 40%;">Project Value</td></tr></table> | Description of Work performed | Project Value |
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| 3. | <hr/> | | |
| | Name of Park District, School District, Municipality | | |
| | <hr/> | | |
| | Contact Person | | |
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| Description of Work performed | Project Value | | |

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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. 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.
- D. 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.
- E. 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.

- F. (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.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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 Morton Grove 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

By: _____
Its: _____

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)

AGREEMENT FOR PURCHASE OF CONCESSION EQUIPMENT

This Agreement for Purchase of Concession Equipment (the "Agreement") is made as of the ____th day of _____, 2021 by and between the Morton Grove Park District, an Illinois unit of local government (the "Park District") and _____, a[n] [state] _____ ("Contractor"), which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

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

1. Work. The Contractor shall provide all labor, equipment and materials required to complete the following work: provide and install all concession equipment at Harrer Pool (collectively, the "Equipment"), as indicated in the Bid Documents for Harrer Pool Concession Equipment Bid, dated _____, 2021, attached to and incorporated as part of this Agreement by reference (the "Bid Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement by reference, Contractor's Compliance and Certification Attachment, attached to and incorporated as part of this Agreement as **Exhibit A**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

3. Contract Sum and Payment. Upon completion and acceptance of the Equipment by the Park District, delivery of final lien waivers and final sworn statements, and delivery of warranties as required by this Agreement, Contractor shall be paid the sum of _____ and ___/100 Dollars (\$_____) ("Contract Sum"). Payment of the Contract Sum shall be made by the Park District to the Contractor upon Final Completion. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

4. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of the Equipment furnished under this Agreement. Prior to the payment

of the Contract Sum, Contractor shall provide: a) for any payment other than final payment for the Equipment, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract providing services under this Agreement, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 *et seq.*), showing in detail the sources of all labor and materials used in performance of this Agreement, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has met Final Completion, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

5. Completion Date. Time is of the essence of this Agreement. Contractor shall achieve Final Completion on or before June 15, 2021. Final Completion means the date the Park District has received, inspected and accepted the Equipment from the Contractor and the Park District has approved final payment to the Contractor.

6. Delivery. Contractor will arrange for delivery of the Equipment through a carrier chosen by Contractor, the costs of which shall be F.O.B. Morton Grove, Illinois.

7. Title and Risk of Loss. Contractor shall not grant rights in or to, or otherwise encumber the Equipment or any parts of the Equipment, to, in or by any third parties at any time, that would impair or delay the full exercise by Park District of any of its rights or remedies under the Agreement. Clean and unencumbered title to the Equipment shall be transferred to the Park District upon acceptance of the Equipment by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the Equipment, regardless of cause, will be the responsibility of the Contractor until the Equipment has been received, inspected and accepted by the Park District.

8. Acceptance and Rejection. The Park District will have the right to inspect the Equipment upon receipt and to reject the nonconforming or damaged Equipment within ten (10) business days after delivery. The Park District will give notice to Contractor of any rejection of the Equipment or claim for damages on account of condition, quality or grade of the Equipment.

Neither inspection nor acceptance by the Park District shall act as Park District's acceptance of any defects or deficiencies in the Equipment or the failure of the Equipment to conform to the

requirements of the Contract Documents and shall not act as a waiver of any rights Park District has with respect to such defects, deficiencies or failure, including rights under any warranty.

9. Performance of Work. Contractor agrees to perform all work and services in a good and workmanlike manner. All Equipment supplied by Contractor shall be new materials of the like and kind specified. Defective Equipment, including those damaged during testing will not be accepted, and must be replaced or repaired in a manner satisfactory to the Park District.

Contractor, upon the Effective Date, shall immediately place orders for materials and otherwise commence performance of this Agreement, unless otherwise directed by the Park District. No claim for extras shall be allowed unless such claim is first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District.

10. Contractor's Representations

The Contractor hereby specifically acknowledges and declares, and the execution of this Agreement by the Contractor is a representation of the Contractor that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Equipment and that the Contract Documents are sufficient to enable it to supply and deliver the Equipment outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to supply the Equipment for an amount not in excess of the Contract Sum.

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Park District and shall immediately notify the Park District errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Park District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Contractor in advance. If the Contractor performs any activity involving an error, inconsistency or omission in the Contract Documents that Contractor recognized or reasonably should have recognized and of which Contractor failed to notify the Park District, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction of the same.

Contractor further represents that it has full right, title and authority to transfer the Equipment to the Park District and that such transfer, upon delivery to the Park District, shall not be subject to the right or interest of any third party whatsoever.

11. Warranties. The Contractor warrants to the Park District that the Equipment furnished under the Agreement will be of the best quality and new, that the Equipment will be free from defects and deficiencies, and that the Equipment will conform to the requirements of the Contract Documents. Equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any such defects must be corrected, either through repair or replacement, at Contractor's expense.

Contractor guarantees the standard manufacturer's Equipment warranty and shall provide the Park District with two (2) copies of any such warranty. Liability or refusal of a subcontractor responsible for the defective Equipment to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Park District, the Contractor shall furnish satisfactory evidence as to the kind and quality of the Equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be, countersigned by the Contractor and delivered to the Park District upon delivery of the Equipment. Any warranties issued in Contractor's name shall be assigned to the Park District.

Warranty shall become effective upon the Park District's final acceptance of the Equipment and shall run for a twelve month period, or longer, as provided by the manufacturer or as required by law. Final acceptance shall occur only after the Equipment has been delivered, inspected and accepted by the Park District. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Equipment.

12. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the work, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

13. Correction of Deficiencies. If the Contractor defaults or neglects to provide the Equipment in accordance with the Contract Documents and fails, within a three (3) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Contractor, the Contractor shall pay the difference to the Park District.

The rights and remedies of Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

14. Insurance

A. 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 04 13, or a substitute form providing 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, its agents, officers, commissioners, employees and volunteers, shall be included as additional insureds 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 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.

B. 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 \$1,000,000 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 equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance. Contractor shall maintain workers compensation 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 District under the Commercial General and Umbrella Liability Insurance required in this Agreement, 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 Contractor's work.

D. General Insurance Provisions

1. 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, 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 waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor from entering the premises 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. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. 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.

3. 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, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects to 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.

4. 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.

15. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of its obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,

regardless of whether or not it is caused in part by a party indemnified hereunder. 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 any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

Nothing contained herein shall be construed as prohibiting the Park District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Park District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the Park District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

16. 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 Agreement; (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. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Equipment as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within forty-eight (48) hours after demand from

the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Equipment. In such event: a) the Park District shall not pay Contractor for any portion of the work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 13 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

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.

17. Extension of Time. Extension of time provided for the supply and delivery of the Equipment shall be the Contractor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by Park District with Contractor's obligations hereunder and where to the extent that such acts of the Park District continue after Contractor's written notice to the Park District of such interference. The Park District's exercise of any of its rights under the Agreement, regardless of the extent or number of changes, or the Park District's exercise of any of its remedies of suspension of any work or services, or requirement of correction of any defective Equipment, shall not under any circumstances be construed as intentional interference with Contractor's obligations under this Agreement.

18. Compliance with Laws and Permits. Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations in performing this Agreement. All materials, supplies and Equipment provided under this Agreement must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect

the production, sale, transportation and handling of the product or service contained herein. Contractor shall be responsible for obtaining all permits and license required to perform its obligations under this Agreement. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. The Park District reserves the right to terminate this Agreement and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Contractor.

Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit A** to this Agreement.

19. 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 Cook County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. 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.

20. 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.

21. 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, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

22. 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.

23. 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.

24. 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.

25. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

| | |
|--------------------------|--|
| If to the Park District: | Morton Grove Park District 6834 Dempster Street Morton Grove, IL 60053-2631 Attn: Executive Director Fax: Email: jwait@mortongroveparks.com |
|--------------------------|--|

If to Contractor:

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if before 5:00 PM on a business day, or, if later, the next business day.

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

27. 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.

28. 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.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

CONTRACTOR

MORTON GROVE PARK DISTRICT

By: _____

By: _____

As Its: _____

As Its: _____

Morton Grove Park District
Harrer Pool Concession Equipment Bid
Technical Specifications

Project Manual

Equipment List

1 ea **FREEZER MERCHANDISER**



True Mfg. - General Foodservice Model No. GDM-12F-HC~TSL01
Freezer Merchandiser, one-section, True standard look version 01,
-10°F, (3) shelves, (1) triple-pane thermal glass hinged door, LED
interior lights, powder coated steel exterior, white interior with
stainless steel floor, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-
ph, 4.5 amps, NEMA 5-15P, (depth does not include 1" for rear
bumpers), cULus, UL EPH Classified, Made in USA

1 ea NOTE: Commonly stocked model in black exterior; verify availability
with factory

1 ea Self-contained refrigeration standard

1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for
specifics

1 ea Warranty - 7 year compressor (self-contained only), please visit
www.Truemfg.com for specifics

1 ea Door hinged right standard

1 ea Exterior: White powder coated steel, standard

1 ea Interior: White aluminum, with white shelving, standard

1 ea Decal: S-TS-01 "TRUE Stripe" graphic, standard

1 ea **THREE (3) COMPARTMENT SINK**



Advance Tabco Model No. 94-3-54-18RL

Regaline Sink, 3-compartment, with left & right-hand drainboards, 20"
front-to-back x 16"W sink compartments, 14" deep, with 11"H
backsplash, stainless steel legs with welded front-to-rear & adjustable
left-to-right cross rails, 18" drainboards, 1" adjustable bullet feet, 14
gauge 304 stainless steel, overall 27" F/B x 91" L/R, NSF

1 ea **HAND SINK**



Advance Tabco Model No. 7-PS-50

Hand Sink, wall mounted, 14" wide x 10" front-to-back x 5" deep bowl,
20 gauge 304 stainless steel, with splash mounted gooseneck faucet,
lever drain with overflow, P-trap, wall bracket, NSF, cCSAus

1 ea **HOT DOG GRILL**



Star Model No. 75SCBDE

Grill-Max® Hot Dog Grill, roller-type with integrated bun drawer, stadium seating, Duratec® coated non-stick rollers, capacity 75 hot dogs & 48 buns, programmable electronic controls for front and rear zones, stainless steel construction, cULus, UL EPH Classified, Made in USA

- 1 ea [75SCBDE-120V] 120v/60/1-ph, 1730 watts, 14.4 amps, NEMA 5-20P, standard

1 ea **PIZZA BAKE OVEN, COUNTERTOP, ELECTRIC**



Bakers Pride Model No. P22-BL

HearthBake Series Oven, countertop, electric, pizza/pretzel, brick lined, single compartment, 2-3/4" deck height, (2) removable 20-3/4"W x 20-3/4"D Cordierite hearth decks, 300°F - 650°F thermostat, 15 min. mechanical timer, stainless steel exterior, includes brick lined conversion kit, 3,600w, UL EPH Classified, cULus, CE

- 1 ea One year parts & labor standard
1 ea 208v/60/1-ph, 17.3 amps, NEMA 6-20P
1 ea 4" Legs, adjustable, standard

2 ea **DISPLAY CASE, HOT FOOD, COUNTERTOP**



Hatco Model No. FDWD-1

Flav-R-Fresh® Holding & Display Cabinet, counter model, (1) door, (4) tier interior revolving circular rack & rack motor, 1390W, cULus, UL EPH Classified, Made in USA

- 1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details
1 ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0607
2 ea One year on-site parts & labor warranty, plus one additional year parts only warranty on all Flav-R-Fresh metal sheathed air heating elements
2 ea 120v/60/1-ph, 1360 watts, 11.3 amps, NEMA 5-15P (domestic voltage)
2 ea STANDARD Clear Anodized Aluminum housing, finish, standard (available at time of purchase only)

1 ea **NACHO CHEESE / CHIPS WARMER, DISPLAY**



Hatco Model No. FST-1-MN

Macho Nacho® Chip Warmer, rear loading & dispensing door, with main deck shelf only, approximately 40 lbs. capacity, forced air heat with display light, anodized bronze finish frame with tempered glass sides, cULus, UL EPH Classified, Made in USA

1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details

1 ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0607

1 ea One year on-site parts & labor warranty, plus one additional year parts only warranty on all Flav-R-Fresh metal sheathed air heating elements

1 ea 120v/60/1-ph, 1245 watts, 10.4 amps, NEMA 5-15P (domestic voltage),

1 ea **SHAVED ICE MACHINE**



Gold Medal Products Model No. 1002-00-000

Deluxe Sno-Konette Ice Shaver Snow Cone Machine, (2) blade shaver head, safety push button switch, includes: drain pan & cone dispenser, tempered glass windows, ILED ighted stainless steel dome, heavy duty aluminum welded cabinet, 1/3 HP, 972 watts, 120v/60/1-ph, NEMA 5-15P, cULus, UL EPH Classified

1 ea All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.

1 ea **FROZEN DRINK MACHINE, NON-CARBONATED, BOWL TYPE**



Curtis Model No. CFBX2

Chill-X Frozen Beverage Machine, counter model, (2) 3 gallon hoppers, push/pull dispense levers, digital control board, timer, preventative maintenance reminder, quick defrost mode, zero side clearance space, front hinged lid, drip tray, R404A, 2W + G, 1.38kW, 115v/60/1-ph, 12 amps

2 ea **MICROWAVE OVEN**



ACP Model No. RCS10DSE

Amana® Commercial Microwave Oven, 1.2 cu. ft. capacity, 1000 watts, medium volume, 10-min. dial timer, (4) power levels, non-removable air filter, side hinged door with tempered glass, accommodates 14" plate, stainless steel exterior & interior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1550 watts (total), NEMA 5-15P, cETLus, ETL-Sanitation

2 ea 3-year limited warranty (1 year full)



1 ea REACH-IN DUAL TEMP CABINET

True Mfg. - General Foodservice Model No. STR2DT-2S
SPEC SERIES® Refrigerator/Freezer, reach-in, two-section, (2) stainless steel doors with locks, cam-lift hinges, digital temperature control, (2) interior kits, LED interior lights, stainless steel front & sides, stainless steel interior, 5" castors, R 1/3 HP, F 1/2 HP, 115v/60/1-ph, 11.6 amps, cULus, UL EPH Classified, Made in USA

1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics

1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics

1 ea Left door hinged left, right door hinged right standard

1 kt Left section Spec Kit #4 - (3) chrome shelves & shelf supports

1 kt Right section Spec Kit #4 - (3) chrome shelves & shelf supports

1 st 5" castors, set of 4, standard

1 ea WARMER AND PUMP

Custom Model No. 3WLA-P
Star Warmer and Pump

2 ea UNDERCOUNTER REFRIGERATOR



True Mfg. - General Foodservice Model No. TUC-27-ADA-HC
Undercounter Refrigerator, 34" working height, 33 - 38°F, (1) stainless steel door, (2) PVC-coated adjustable wire shelves, stainless steel top, front & sides, clear coated aluminum interior with stainless steel floor, 3" castors, R290 Hydrocarbon refrigerant, 1/6 HP, 115v/60/1-ph, 2.0 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, ADA Compliant, Made in USA

2 ea Right hinge, standard

2 ea Self-contained refrigeration standard

2 ea Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics

2 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics

1 ea **REACH-IN FREEZER**



True Mfg. - General Foodservice Model No. STR1F-1S-HC
SPEC SERIES® Freezer, reach-in, one-section, -10°F, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, (1) interior kit, LED interior lights, stainless steel front & sides, stainless steel interior, 5" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.0 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA

1 ea Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics

1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics

1 ea Door hinged right standard

1 kt Spec Kit #4 - (3) chrome shelves & shelf supports

1 st 5" castors, set of 4, standard

1 ea **ICE MAKER, CUBE-STYLE**



Hoshizaki Model No. KM-660MAJ
Ice Maker, Cube-Style, 22"W, air-cooled, self-contained condenser, production capacity up to 665 lb/24 hours at 70°/50° (617 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube Style, R-404A refrigerant, 115v/60/1-ph, 15.2 amps, NSF, UL

1 ea Warranty: 3-Year parts & labor on entire machine

1 ea Warranty: 5-Year parts & labor on evaporator

1 ea Warranty: 5-Year parts on compressor & air-cooled condenser

1 ea B-300PF Ice Bin, 22"W, top-hinged front-opening door, 300-lb ice storage capacity, for top-mounted ice maker, vinyl clad, 6" painted flange legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL, ETL-Sanitation

1 ea Warranty: 3-Year parts & labor for bin