

INVITATION TO BID

SPECIFICATIONS & INSTRUCTIONS FOR:

OAK FOREST PARK DISTRICT

2025 Convent Park Pathway Extension

BID OPENING ON: Monday, May 5, 2025
TIME: 2:00 p.m.

LOCATION OF BID OPENING:

OAK FOREST PARK DISTRICT
15601 S CENTRAL AVE
OAK FOREST, IL 60452

Any questions please call:

Kirstin Dahm
Director of Parks & Recreation
708-687-7270 ext. 132

**INVITATION TO BID
2025 Convent Park Pathway Replacement**

**Oak Forest Park District
15601 S Central Ave
Oak Forest, IL 60452**

Re: 2025 Convent Park Pathway Extension

**Project Location: 2025 Convent Park Pathway Extension
149th & Menard Avenue
Oak Forest, IL 60452**

Date: April 18, 2025

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

The Oak Forest Park District and the Owner are one and the same. The Owner's representative, Kirstin Dahm can be contacted at by phone or email: (708) 687-7270 ext. 132 or kdahm@oakforestparks.org

The word "contractor" or "general contractor" shall mean the party entering the contract for the performance of the work.

2. EXAMINATION OF DOCUMENTS AND SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself/herself with conditions as they exist so that he/she may fully understand the facilities, difficulties and restrictions attending the execution under the contract. Bidder shall thoroughly examine and be familiar with the written specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or to visit the site, and acquaint himself/herself with conditions there existing shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the bidder agrees and warrants that he/she has examined the site and written specification, and where the specifications require in any part of the work that a given result be produced, that the specifications are adequate and the required result can be produced under the specifications.

3. INTERPRETATIONS

All questions about the bid documents need to be submitted in writing to the Oak Forest Park District and shall be received on or before 9:00 a.m. on Wednesday, April 30, 2025. Submit questions via e-mail to Dave Beneventi; dbeneventi@oakforestparks.org or via mail at 15601 S Central Ave. Oak Forest, IL 60452.

Changes arising out of questions regarding interpretations, clarifications, or correction to the bid documents will be made by addendum. Bidders should not rely on any oral interpretation, clarification or correction made by the Owner, or authorized representative.

4. SUBMISSION OF BIDS

Bidder shall use the proposal form provided, which shall be filled out completely in ink, and in duplicate, and returned in a sealed envelope marked "SEALED BID: "2025 Convent Park Pathway Extension", the name of the bidder, date and time of opening, and address it to the Oak Forest Park District, 15601 S Central Ave, Oak Forest, Illinois, 60452, Attention: Kirstin Dahm. **Bids shall be received on or before 2:00 p.m., May 5, 2025** at which time the bids will be opened and publicly announced.

Bids shall conform to the instructions of this invitation and other contract documents, and shall be submitted on original forms provided by the Park District. Each bid shall include completed and executed Bid Security. All documents required to be signed as a part of the bid shall be executed by a representative authorized to make a binding commitment on behalf of the contractor. Contractors shall list the names, addresses and phone numbers of at least three (3) references where work of a similar nature and scope has been performed. Incomplete bids may be deemed unresponsive and may be rejected by the District in its discretion.

5. MODIFICATION OR WITHDRAWAL OF BIDS

No bid may be modified, withdrawn, or cancelled by the bidder during the stipulated time-period following the time and date for the receipt of bids, and the bidder so agrees to this by submitting a bid. Prior to the date designated for the receipt of bids, bids submitted early may be modified or withdrawn only by the notice to the Owner and must be done at the place designated for the receipt of bids, and must be completed by the time designated for the receipt of bids.

6. QUALIFICATION OF BIDDERS

The Contractor bidding this project shall be actively engaged in work of the nature of the project described. He/she must be able to show that he/she has adequate laborers and materials to do the work outlined in these specifications, and to perform the work within the specified time limit

7. BID SECURITY

Each contractor submitting a bid shall include a cashier's check, certified check or bid bond (AIA Document A310) guaranteeing its offer to contract with the Park District if awarded the same and to perform and complete said work in accordance with its bid and the Contract Documents. The security shall be made payable to the Park District, without condition, in an amount of no less than ten percent (10%) of the aggregate bid amount.

8. AWARD OF CONTRACT

The Board of Park Commissioners of the Oak Forest Park District will accept or reject bids thirty (30) days after bid opening, and reserves the right to accept or reject any or all bids, or to combine or separate any section of work if it be in the best public interest. The Board of Park Commissioners reserves the right to waive any technicalities and irregularities in the bids, and may reject all bids. Bids may not be withdrawn during this period.

9. DISCLAIMER

This invitation shall not create any legal obligation on behalf of the Park District to evaluate any bid that is submitted by a contractor, or to enter into any contract with a contractor submitting a bid. The District reserves the right to (1) cancel or modify this invitation or the contract documents in whole or in part; (2) reject any or all bids submitted; (3) waive non-material formalities and technicalities deemed appropriate; (4) postpone bid opening; (5) issue an invitation for new bids; and/or (6) award the contract for the project in whole or in part, or to one or more contractors.

GENERAL REQUIREMENTS

1. PROTECTION OF PROPERTY AND CLEAN-UP

All work, completed or otherwise, shall be properly protected at all times. Contractor shall follow all accepted methods of safety practice and provide all fences, barricades, etc. as may be needed to protect life and property and as may be required by authorities having jurisdiction over this work. He shall repair at his own cost any damages to the premises or adjacent work caused by his operation.

2. LAWS AND CERTIFICATION

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm.Code 750. App.A) copy attached; and will have in place a no-harassment policy pursuant to said Act; (c) the Oak Forest Park District Ethics Ordinance #477.04; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions, including reasonable attorneys' fees and expenses of litigation. All work shall conform and comply with the requirements of the ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction.

The Contractor shall submit a certificate as required by the Illinois Criminal Code, 720 ILCS 5/33E, *et seq.* "SUBSTANCE ABUSE PREVENTION: the Contractor shall comply with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, *et. Seq.*).

3. PREVAILING WAGE

The project calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the Act). The Act requires contractors and subcontractors to pay laborers and workers performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates>.

4. CHANGE ORDERS

Minor field changes to facilitate ease of performance in the best interest of the Owner may be made in the field by the Park District Representative, with the understanding of both parties that no change in contract price or time for performance are involved.

5. PAYMENT

The Contractor may present monthly requests for payment, pursuant to the terms of the contract, based on work performed. Payments will be made as set forth in the Contract.

6. INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall obtain insurance of the types and in the amounts listed below.

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 \$1,000,000 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, 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).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 01, 01 30 09 97, 20 37 10 01 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 Owner.

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

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

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

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

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners' 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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.

5. 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.

E. 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 therefrom 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.

7. SUPERVISION

The Contractor is to provide necessary supervision and safety measures.

SCOPE OF WORK - BID

2025 CONVENT PARK PATHWAY EXTENSION

SPECIFICATIONS FOR 2025 COVENT PARK PATHWAY EXTENSION

- Excavate 11 ½" for new (715'x8') pathway (All material to be hauled off-site)
- Install 8" CA-6 stone (715'x8')
- Install 2" Binder Course (715'x8')
- Install 1 ½" Surface Course (715'x8')

NOTE:

- JULIE must be called prior to commencement of work
- Landscape restoration – add pulverized top soil along new pathway to the level of surfacing
- Remove all waste materials from the Owner's property and legally dispose of it as so necessary.

IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THE ABOVE SPECIFICATIONS AND THE REMAINDER OF THIS INVITATION TO BID, THE ABOVE SPECIFICATIONS SHALL CONTROL

NOTE: A LUMP SUM, MUST BE GIVEN IN BOTH WORDS AND NUMBERS

BASE BID

_____ \$ _____

Cale

Menard Ave Menard Ave

Menard Ave

Menard Ave

Oak Forest Baseball Association

Convent Park



**FORM OF PROPOSAL
Oak Forest Park District
2025 CONVENT PARK PATHWAY EXTENSION**

Date: _____

To: Kirstin Dahm
Director of Parks & Recreation
Oak Forest Park District
15601 S Central Ave
Oak Forest, IL 60452

Re: 2025 Convent Park Pathway Extension

Address: 149th & Menard Avenue
Oak Forest, IL 60452

Owner: Oak Forest Park District

Dear Sir or Madam:

Having fully examined the Invitation to Bid and the Specifications for the above referenced project, the undersigned hereby submits the following proposal for providing all the labor and materials and doing all things necessary for the satisfactory of the work in accordance with said documents.

Name of Firm:

Address:

(Telephone) _____ (Fax) _____

Contact Person _____

Email: _____

Dated this _____ day of _____, 20____

Signature _____

CERTIFICATION BY CONTRACTOR
PURSUANT TO ARTICLE 33E PUBLIC CONTRACTS
OF THE ILLINOIS "CRIMINAL CODE OF 1961", AS AMENDED

RE: OAK FOREST PARK DISTRICT
2025 Convent Park Pathway Extension

CONTRACTOR'S CERTIFICATION

This Certification of _____ (the *Contractor*), is intended to be a material representation relied upon by the Oak Forest Park District (the *Park District*), an Illinois park district, to evaluate and award a contract for the Central Park Community Center and Don Gorman Recreation Center Flooring Project (the *Project*).

I, _____ (personal name), _____ (position) of/for Contractor, hereby swear and certify under penalties of perjury, that I am duly authorized by official action of the Contractor to make the following representations, assurances, certifications and disclosures, that I have personal knowledge of the same, and that each are true, correct and do not otherwise fail to include information the omission of which renders the same misleading in any material aspect:

1. Contractor acknowledges and certifies the Project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, and it agrees to fully comply with all provisions thereof, as amended, and to ensure compliance therewith from any subcontractor on the Project. The Contractor understands that the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in Cook County will govern this Project, and those rates, and any changes thereto, will be found at Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates>, and that no further or additional notification by the Park District as to the revised prevailing wage rates is expected or will be given to Contractor. The Contractor shall: a) make and keep, for a period not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the Project; b) the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the worker's gross and net wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, the worker's hourly wage rate, worker's hourly overtime wage rate, worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, and the plan administrator of each fringe benefit; and c) submit to the Illinois Department of Labor, no later than the 15th day of each calendar month, a certified payroll for the preceding month through an electronic database capable of accepting and retaining certified payrolls in accordance with the Prevailing Wage Act. Upon two (2) business days' notice, the Contractor shall make available for inspection the records identified in the Prevailing Wage Act to the Park District, and to the Director of Labor and his deputies and agents. Upon two (2) business days' notice, the Contractor shall make such records available at all reasonable hours at a location within this State. Contractor shall be responsible for ensuring all subcontractors comply with this paragraph, and it shall be solely responsible for ensuring the record keeping and submissions required under this paragraph are complied with by subcontractors. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Park District, the Contractor shall be responsible for indemnifying and holding the Park District free and harmless from all costs incurred, directly or indirectly, by the Park District in responding to and

complying with demands made by the Department of Labor, or an aggrieved employee.

2. Contractor acknowledges and certifies the contract for the Project shall be governed by, and Contractor shall fully comply with, all state and local non-discrimination laws. The Contractor certifies that it is in full compliance with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including that it has in place a written sexual harassment policy that includes, at minimum, the following information: a) the illegality of sexual harassment; b) the definition of sexual harassment under state law; c) a description of sexual harassment, utilizing examples; d) the Contractor's internal complaint process including penalties; e) the legal recourse, investigation and complaint process available through the Department and the Commission; f) direction on how to contact the Department and Commission; and g) protection against retaliation as provided by Section 6-101 of said Act. The Contractor further certifies that it shall: a) refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; b) comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action; and, c) provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request; and d) include verbatim or by reference the provisions of this clause in any subcontract so that such provisions will be binding upon such subcontractor. In addition, the Contractor certifies that it will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois, its political subdivisions or municipal corporations. Contractor, at the time Contractor submitted its proposal, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

3. Contractor acknowledges and certifies that the contract for the Project, will be governed by, and Contractor shall fully comply with, all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and rules and regulations promulgated thereunder.

4. The Contractor acknowledges and certifies that in the event the costs of the Project exceeds \$75,000, the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Construction Contract Act, 30 ILCS 557/1, *et seq.*

5. The Contractor acknowledges and certifies that in the event the cost of the Project exceeds \$150,000, the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/1, *et seq.* The Contractor certifies that its labor and material payment bond shall include a clause providing for the payment of all laborers, workers and mechanics performing work on the Project according to the prevailing wage rates applicable to Iroquois County as revised by the Illinois Department of Labor.

6. The Contractor acknowledges and certifies that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, *et seq.*

7. The Contractor acknowledges and certifies that in the event the contract for the Project was put out and awarded through bidding it will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Public Works Contract Change Order Act, 50 ILCS 525/1, *et seq.*

8. The Contractor acknowledges and that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Local Governmental Prompt Payment Act, 50 ILCS 505, *et seq.*, and that it shall make payments to its subcontractors and material suppliers as required by Section 9 thereof.

9. The Contractor acknowledges and certifies that it shall Contractor shall fully comply with the requirements of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, *et seq.*

10. The Contractor acknowledges and certifies that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Veterans Preference Act, 330 ILCS 55/0.01, *et seq.*

11. The Contractor acknowledges and certifies that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*, including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act. Pursuant thereto, Contractor represents that it will provide a drug-free workplace by:

A. publishing a statement: (i) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Contractor's workplace; (ii) specifying the actions that will be taken against employees for violations of such prohibition; (iii) notifying employees that, as a condition of employment on the Project, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. establishing a drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) its policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance program; and (iv) the penalties that may be imposed upon employees for drug violations;

C. making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. notifying the Park District within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction;

E. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Contractor further certifies that it is not ineligible for the award of the contract for the Project by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

12. The Contractor acknowledges and that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1, *et seq.* Specifically, employees of the Contractor and employees of any subcontractor shall be prohibited from the use, possession, distribution, delivery, or from being under the influence of drugs or alcohol while performing work on the Project. The Contractor certifies, and shall ensure that each subcontractor certifies, as follows (check one): _____ that it has in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees, a copy of which Contractor will submit upon being awarded the contract for the Project, which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Act; or _____ has a collective bargaining agreement in effect dealing substance abuse while working on the Project.

13. The Contractor certifies that it is in compliance with Illinois laws governing bidding and is not barred from bidding on the Project as a result of a conviction for violating Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).

14. The Contractor certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the tax is being contested in accordance with the procedures established by the applicable statute at issue. For purposes of this certification, the Contractor shall not be deemed delinquent if it: (a) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due; and (2) is in compliance with the agreement; provided Contractor shall notify the Park District and supplement this certification prior to being awarded the contract for the Project with facts supportive of aforementioned exception, if applicable.

15. Contractor certifies that it has examined and understands the scope of each of the aforementioned laws and their effect on the contract and Project, and that Contractor's proposal, and more specifically the proposal amount identified in the Estimate, reflects such applicability and Contractor's compliance therewith at all times.

16. Contractor certifies that it is in good standing with the State of Illinois and the City of Oak Forest, and that it is qualified and eligible for permits and licenses from said authorities and agencies and departments thereof that will be necessary to complete the Project, and has not been subject to any adverse action by those authorities within the past five (5) years.

IN WITNESS WHEREOF, _____ has caused this Contractor's Certificate to be signed by its duly authorized officer on its behalf on this ____ day of _____, 2025.

By: _____

Its: _____

State of Illinois)
) ss
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Contractor's Certification, and personally know to me to be the _____ of the Contractor, appeared before me this day in person and acknowledged under oath that he/she had read the above and foregoing Contractor's Certification, and that the matters contained therein are true and correct.

Subscribed and sworn to before me,
this _____ day of _____, 2025.

(NOTARY SEAL)

Notary Public

Joint Committee on Administrative Rules

ADMINISTRATIVE CODE

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT

SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES

CHAPTER X: DEPARTMENT OF HUMAN RIGHTS

PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES

SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, 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 cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, 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 Act and this Part.
- 6) That he or she 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 Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

**OAK FOREST PARK DISTRICT
COOK COUNTY, ILLINOIS**

CONTRACT FOR THE 2025 CONVENT PARK PATHWAY EXTENSION PROJECT

Prepared By:

Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle Street, Suite 3430
Chicago, IL 60602
312/236-3985
joe@lfcld.net

CONTRACT FOR THE 2025 CONVENT PARK PATHWAY EXTENSION PROJECT

THIS CONTRACT (the *Contract*), is made and entered into as of this May __, 2025 (the *Effective Date*), and executed by each of the undersigned parties by their duly authorized officers below, by and between the Oak Forest Park District (the *District* or *Owner*), and _____, an _____ (the *Contractor*) (collectively, the *Parties*).

Section 1. Contract Documents. The Contract Documents consist of this Agreement, the Invitation and Instructions to Bidders, General Requirements, Scope of Work – Bid, Form of Proposal, Bid Certification, Contractor's Certification, and required insurance documentation, performance and labor and material payment bonds, to the extent necessary. Each of the Contract Documents shall constitute integral part and essential document governing the relationship of the Parties with respect to 2025 Convent Park Pathway Extension Project (the *Project*). The Contract Documents shall be harmonized to the greatest extent possible, resolving any conflict in a manner that is most beneficial to the District. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Section 2. Work. The Contractor shall execute the entire work described in the Contract Documents in a good and workmanlike manner, in accordance with industry standards, and in compliance with the Contract Documents and applicable laws. The Contractor shall leave the site clean and free from debris. Concrete, asphalt and trash shall be disposed of off-site at the contractor's expense.

Section 3. Commencement. The date of commencement of work on the Project by the Contractor shall be determined and agreed by the parties, but no later than June 2, 2025 unless agreed to by both parties.

Section 4. Completion. The Contractor shall complete the entire work (excluding annual inspection/testing work) consisting of the Project no later than July 28 (20) days following the execution of this Agreement.

Section 5. Extensions. Extensions of time will not be granted for delays caused by inadequate construction force (except delays caused by strikes) or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed.

Section 6. Extension Claims. The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Owner or any of its representatives, or because of any injunctions which may be brought against the Owner or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

Section 7. Contract Amount; Alternates. The lump sum bid of _____ provided by the Contractor on Scope of Work - Bid shall be the contract amount (the *Contract Amount*) for the Project and all work performed under the Contract Documents. No greater amount shall be due to the Contractor, or incurred by, or charged to, the District, whether or not asserted by the Contractor except that items specified to be paid on a force account basis shall be in addition to the Contract Amount. No work to be paid on a force account basis shall be authorized or commenced without a written amendment to the Contract Documents.

Section 8. Permits and Licenses. The Contractor shall acquire any and all permits/licenses/bonds (the *Governmental Approvals*) necessary for the Project as required from each of the following governmental authorities, as may be applicable, prior to commencing work on the Project: City of Oak Forest, County of Cook, State of Illinois, and such other governmental authorities as may be applicable. All permits shall be in the name of the District. No work shall be commenced until governmental approvals are acquired. It shall be Contractor's responsibility to manage the governmental approval process in each

jurisdiction so as to allow a single integrated Project continuous in time, and without delays. All Governmental Approvals shall be acquired by the Contractor at its own cost and expense.

Section 9. Location and Protection of Utilities. Contractor is notified that there may be existing underground and above-ground public and private utilities at the Project location(s). It shall be the Contractor's responsibility to inspect each location, identify the existence and location of all utilities, contact the owners thereof for notification of vertical/horizontal separations, and other safety requirements required by the owners of such utilities, and observe such requirements as necessary at all times. The Contractor shall notify J.U.L.I.E. (811) at least 48 hours prior to any excavation to verify locations of all utilities. Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage by Contractor. The Contractor must maintain all utility services which may traverse the Project location(s) serving adjacent properties, and any such damage to said utilities shall be repaired at once at the Contractor's expense, so that no adjacent property is without such services.

Section 10. Damage to Utilities. Whenever the Contractor damages an underground utility, the Contractor shall immediately give notice to the owner of the utility, and proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair contractors of his own choosing or utilizing his own forces to make the necessary repairs. All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by the interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within seven (7) working days. The District will be the sole authority in directing the Contractor as to the extent of work required to correct the damage and as to what repairs need to be completed immediately, and what can be deferred for seven (7) working days. Should the necessary permanent repairs not be done within the time frame stated above, the District reserves the right to make the necessary arrangements to have said repairs made by a different contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor.

Section 11. Special Conditions. See Specifications.

Section 12. Sales Tax Exemption. The Contractor shall be permitted to use the District's name and sales tax exemption identification number to purchase materials or rent equipment to be incorporated in the Project. The Contractor's bid reflects the use and applicability of such sales tax exemption. The use of District's information for other projects is prohibited, and shall constitute grounds for termination of the Contract, without opportunity for cure, and disqualification from future projects of the District.

Section 13. Inspection of Project Location(s). The District and any other governmental authorities issuing permits or licenses for the Project shall have the right and authority at all times during construction hours to access the Project location(s) to inspect the progress of the Contractor's work.

Section 14. Safety. The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of American as applicable. The Contractor and District shall each be responsible for his own respective agents and employees. The Contractor is responsible for carrying out all safety and health regulations on the Project location(s) for his own respective agents and employees and to insure the safety of the

Section 15. Contractor Payment. Applications for payment shall be submitted by the Contractor to the Owner for each calendar month and each application for payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the contract documents. The schedule of values shall allocate the entire contract sum among the various portions of the Work and shall be prepared in such form and supported by

such data to substantiate its accuracy as the Owner may require. All applications for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Applications for payment shall include a sworn Contractor's Statement with waivers of liens and certified payroll records, as required by the Illinois Prevailing Wage Act. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows: (1) Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%); (2) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%); (3) Subtract the aggregate of previous payments made by the Owner; and (4) Subtract amounts, if any, for which the Owner has withheld or nullified. Not later than the 1st Monday of the month of completion of the entire work, the Contractor shall make an application for payment to the Owner, and the application shall consist of a sworn contractor's statement supported by waivers of lien for all labor and materials being paid. Upon verification that the amount applied for is correct, and that the Work has been completed in accordance with the Contract Documents, the Owner shall pay 90% of the amount due not later than 5 days after the 4th Thursday of that month. Notwithstanding the above, when the Work is 50% complete, the amount held in retainage shall be reduced to 5% and not more than 5% of the amount of any subsequent payment shall be withheld as retainage. The Contractor shall be paid 95% of the contract sum after the completion of the entire work. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to satisfy requirements, if any, which necessarily survive final payment; (2) the Work has been accepted by the Owner; and (3) all written evidence or certificates of warranty are delivered to the Owner. Final payment shall be made by the Owner not more than 20 days after acceptance. The Owner reserves the right to make payment directly to any subcontractor of the Contractor (or jointly to the Contractor and subcontractor) in such amounts as the Owner determines to protect the Owner's interest and the Owner's property from a lien or asserted lien or other claim, and the amount owed the Contractor shall be reduced by the amount of any such payment by the Owner. Exercise of this option shall not create any claims or rights by any subcontractor or other party against the Owner or the Owner's funds.

Section 16. Contractor's Guarantee. Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered within one (1) year after acceptance of the work shall be corrected immediately upon the demand of the District, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review or identify the same, or the District's payment for such work, shall not relieve the Contractor from any obligation to honor its guarantee. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents will be new and, in the case of equipment, in good working order and that all materials, equipment and labor furnished under the Contract Documents will be free from defects of any kind and shall be in strict conformance with the requirements of the Contract Documents.

Section 17. Prevailing Wage. The Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) such that not less than the prevailing rate of wages as established by Department of Labor applicable in Cook County or determined by the court on review shall be paid to all laborers, workers and mechanics performing Work under Contract Documents or subcontracts. As changes are made in these prevailing wages, the Contractor will be responsible for giving notice and conforming to the changes and shall have the responsibility for determining when changes are made. Contractor shall submit to the Illinois Department of Labor, no later than the 15th day of each calendar month, a certified payroll for the preceding month through an electronic database capable of accepting and retaining certified payrolls in accordance with the Prevailing Wage Act. All record keeping requirements are the obligation of the Contractor. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner, the Contractor shall be responsible for indemnifying and holding the Owner free and harmless from all costs incurred, directly or indirectly, by the Owner in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. Contractor shall be responsible for ensuring all subcontractor comply with this paragraph, and it shall be solely responsible for ensuring the record keeping and submissions

required under this paragraph are complied with by subcontractors. No payment shall be due and owing Contractor until it submits proof to the Owner that it has complied with the payment of prevailing wages and filing certified payrolls in accordance with the above.

Section 18. Performance and Labor and Material Payment Bonds. If the Contract Amount exceeds \$150,000, the Contractor shall furnish to the District, for the District's benefit, a copy of a performance bond and labor and material payment bond from a bond surety company carrying an A.M. Best financial rating of at least A, and an FSC of VII, in the penal amount equal to 100% of the lump sum bid amount. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Such bonds shall be in the form of American Institute of Architect's Document A-311 or a similar form worded exactly the same as Doc. A-311. The performance and labor and material bonds shall specify that the Contractor and surety agree that all undertakings, covenants, terms, conditions and understandings of the Contract Documents and subcontracts will be performed and fulfilled and to pay all persons having contracts with the Contractor and subcontractor, all just claims due them under the provisions of such documents, on account which the bond is given, when such claims are not satisfied out of the price of such documents. The performance and labor and material payment bond shall be dated no earlier than the Effective Date. The bonds shall be maintained by the District and shall remain in full force and effect until ninety (90) business days following the completion of work or final payment of Contractor, whichever occurs later. The Contractor shall agree and shall cause the surety to be bound by each and every provision of the Contractor Documents and applicable law. If at any time the District, in its reasonable determination, becomes dissatisfied with any surety or sureties then upon the bonds, or for any other reason such bonds shall cease to be adequate security, the Contractor shall, within five (5) business days after notice to do so which details the basis for the District's dissatisfaction, substitute acceptable bonds in such forms and sum and signed by such other sureties as may be satisfactory to the District. In the event the surety will make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt or if it shall file a voluntary petition in bankruptcy or shall in the opinion of the District or be insolvent, the Contractor shall agree forthwith upon request of the District to furnish and maintain other corporate surety with respect to such bonds satisfactory to the District. The failure of the District to require, maintain, and supply the required bonds in the manner and time provided above shall constitute an event of default under Contract Documents. The Contractor shall ensure that the labor and material payment bond specifies that the Contractor and Surety agree that an amount not less than the prevailing rate of wages as established by Department of Labor applicable in Cook County or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the Contract Documents or subcontracts.

Section 19. Retention and Production of Contractor Documents. The Contractor shall collect, maintain for a minimum of five (5) years, and produce on demand to the District, any and all records required to be generated or maintained by applicable law or the Contract Documents including, but not limited to, books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds including, but not limited to, daily reports or logs, load tickets, measurements, weights, tests, reports, employment records, expense details, bills, invoices, checks, receipts, credits, and contracts or agreements of any type or form, that relate to or concern the Project location(s), Project, the Contract Documents and subcontracts. The Contractor acknowledges that its duty under this section extends to records that may be in the possession of or could be acquired by its Subcontractors. To the extent not previously tendered to the District, copies of such records shall be delivered to the District for its retention upon completion of the Project.

Section 20. Applicable Law. The Contractor's Certification identifies some, but not all, federal, state, and local laws that will govern the Project (the *Applicable Law*). The Contractor has reviewed and determined such other laws that govern the Project, and has accounted for such application in the determination of its bid. The Contractor's bid reflects the applicability and compliance with Applicable Law. The Contractor shall honor its bid and no change of law, mistake of fact, District warranty, ignorance or other excuse with respect to Applicable Law shall excuse such warranty or constitute grounds for alteration of bid. The Contractor warrants that it is familiar with and it shall comply with Applicable Law which in any manner applies or affects its work, the Project or Contract Documents including without limitation workmen's compensation laws,

minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, and laws regarding maximum working hours. Additionally, the Contractor warrants that it shall comply with any amendments to such Applicable Law that are enacted after the execution of the Contract Documents. To the extent that there are any violations of any Applicable Law, Contractor shall indemnify and hold the District free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the District in responding to and complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee. No plea of misunderstanding or ignorance thereof will be considered. Whenever required or upon the request of the District, the Contractor shall furnish the District with satisfactory proof of compliance with Applicable Laws.

Section 21. Insurance. Contractor shall procure and deliver copies to the District, at Contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of the Contractor contained in the Contract Documents has been fully paid or performed, the insurance policies listed in the Invitation to Bid. All such policies shall be in such form and issued by such companies as may be acceptable to the District to protect the District and Contractor against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project location(s), or the work on the Project by Contractor and Subcontractors, except to the extent arising from the willful and wanton acts or omissions of the District (or its agents, employees and contractors). Each such policy shall name the District as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the District at least thirty (30) working days prior to any cancellation or amendment of its policy. Contractor shall provide to the District a replacement certificate not less than thirty (30) working days prior to expiration of any policy. All liability policies shall preclude subrogation claims against the District, and their respective officers, employees and agents.

Section 22. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the District and its officers, employees and agents (Indemnified Parties) against, and to protect, save and keep harmless from, and to pay on behalf of or reimburse Indemnified Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorney's fees) (Claim) of whatever kind and nature, which may be imposed on or incurred by any person, including third-parties, related to the Contract Documents, the Project Location(s), and the Project, including, without limitation, work performed under the Contract Documents or any subcontract, which are not the result of any willful and wanton acts or omissions of the Indemnified Parties. Any liability insurance policy required by the Contract Documents shall include a contractual liability endorsement for Contractor's obligations under this section. Any insurance policy maintained by the District shall be non-contributory with respect to such Claim. The Contractor expressly understands and agrees that any performance bond or insurance policies required by the Contract Documents, or otherwise provided by the Contractor, shall in no way limit the responsibility of Contractor to indemnify, defend and hold harmless Indemnified Parties.

Section 23. Event of Default. Except as otherwise provided in the Contract Documents, the failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of the Contract Documents, within ten (10) working days after written notice thereof shall constitute an "Event of Default." No default by the Contractor or the District shall be actionable or be of other consequence unless and until it shall constitute an Event of Default. In the Event of Default by the District in the performance of any of its obligations under the Contract Documents, the Contractor's sole remedy shall be specific performance of the Contract Documents. Except as otherwise provided, in the Event of Default by the Contractor in the performance of any of its obligations under the Contract Documents, the District's remedies shall not be limited and it may pursue specific performance (including payment of money, whether or not denoted as damages), damages, including the cost to hire or employ a third party contractor to complete the Project, and such other rights or remedies as it may be entitled to under Applicable Law. The District shall not be liable to the Contractor or subcontractor for consequential damages or lost profits, and all such claims are waived as a condition of being awarded the work for the Project.

Section 24. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of the Contract Documents shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to the District and the Contractor at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(1) if to District: Kirstin Dahm
Oak Forest Park District
15601 South Central Avenue
Oak Forest, Illinois 60452

(2) copy to: Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3922
Chicago, IL 60602

(3) if to Contractor: _____
Attn: _____

(4) copy to: _____

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 25. Time of the Essence. Time is of the essence in the performance of the Contract Documents. The Contractor acknowledges and agrees that strict adherence to the deadlines and schedules prescribed in the Contract Documents will be expected by the District.

Section 26. Binding Effect. The Parties intend that the terms and conditions of the Contract Documents shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, and assignees.

Section 27. Rights Cumulative. Unless expressly provided to the contrary in the Contract Documents, each and every one of the rights, remedies, and benefits provided by the Contract Documents shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 28. Illinois Law. The Contract Documents shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 29. Jurisdiction and Venue. The District and Contractor acknowledge that a substantial portion of negotiations, performance and execution of this Contract occurred, or shall occur, in Cook County, Illinois, and the Parties irrevocably and unconditionally (a) agree that any suit, action or legal proceeding arising out of, or relating to, this Contract shall be brought in the Circuit Court of Cook County, State of Illinois or the United States District Court, Northern Illinois; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agree that service of any court paper may be effected on such party by

mail, as provided in this Contract, or in such other manner as may be provided under applicable laws or court rules in said state.

Section 30. Written Modification. Neither this Contract nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the District and the Contractor.

Section 31. Counterparts. The Contract Documents may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 32. Non-Waiver. The District shall be under no obligation to exercise any of the rights granted to it in the Contract Documents. The failure of the District to exercise at any time any right granted to the District shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the District's right to enforce that right or any other right.

Section 33. Estoppel. Contractor acknowledges that no official, employee or agent of the District has the authority bind the District as to decisions respecting the Contract Documents or Project unless specifically authorized the Board of Park Commissioners of the District with specific reference to the Contract Documents or Project. Contractor's reliance on any statement, act or omission by any District official, employee or agent shall be deemed unreasonable unless Contractor looks into and confirms, by obtaining a copy of said resolution, the individual's express authority to bind the District on the subject at issue.

Section 34. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of the Contract Documents or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of the Contract Documents and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of the Contract Documents to the greatest extent permitted by Applicable Law.

Section 35. Entire Agreement. The Contract Documents constitute the entire agreement of District and Contractor on the subject matter hereof. The District and Contractor represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification.

Section 36. Interpretation. The Contract Documents shall be construed without regard to the identity of the Party who drafted the various provisions. Moreover, each and every provision of the Contract Documents shall be construed as though the District and Contractor participated equally in the drafting of thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to the Contract Documents.

Section 37. Exhibits. The exhibits to the Contract Documents, if any, by this reference, are hereby incorporated and made a part of the Contract Documents as though fully set forth within the document to which they are appended. In the event of a conflict between the Contract Documents and an exhibit, the more strict provision shall control.

Section 38. Authority. The District hereby warrants and represents to the Contractor that the persons executing the Contract Documents on its behalf have been properly authorized to do so by the Corporate Authorities. The Contractor hereby warrants and represents to the District that it has the full and complete right, power, and authority to enter into the Contract Documents and to agree to the terms, provisions, and conditions set forth in the Contract Documents, that all legal actions needed to authorize the execution, delivery, and performance of the Contract Documents have been taken, and that neither the execution of the Contract Documents nor the performance of the obligations assumed by Contractor will (a) result in a breach or default

under any agreement to which Contractor is a party or to which it is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Contractor is subject.

Section 39. Third-Party Beneficiaries. Nothing in the Contract Documents is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third party beneficiary under the Contract Documents by any person shall be made, or be valid, against the District or the Contractor.

Section 40. Uncontrollable Events. Notwithstanding anything herein to the contrary, neither the District nor the Contractor nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under the Contract Documents in the event of any delay or nonperformance caused by uncontrollable events beyond the reasonable control of the Party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall give written notice thereof to the other Party to the Contract Documents.

Section 41. Personal Liability. No covenant or agreement contained in the Contract Documents shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the District or Contractor, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the District or Contractor shall be liable personally under the Contract Documents or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of the Contract Documents, or any failure in connection therewith.

Section 42. Term. The term of the Contract Documents shall commence on the Effective Date and terminate upon full satisfaction of the obligations imposed hereunder.

Section 43. Relationship. Neither the Contract Documents nor any actions of the Parties or any third-party shall be construed to or create a partnership, agency relationship or joint venture.

IN WITNESS WHEREOF, District and Contractor have each caused this Contract to be executed by proper officers duly authorized to execute the same as of the date set forth above.

**OAK FOREST PARK DISTRICT,
COOK COUNTY, ILLINOIS**

CONTRACTOR:

By: _____
Kirstin Dahm, Director of Parks and Recreation

By: _____
Its: _____