

February 26, 2025

ADVERTISEMENT FOR BIDS

The Huntley Park District “Park District” is accepting bids for the following project:

The Huntley Park District does hereby invite sealed bids for the Asphalt Paving Project for Basketball Courts at the following 3 Park Sites: Borhart Park 9661 Abbey Rd., Ruth Park 10370 Aldridge Dr., and Tures Park 10251 Fleetwood St. (“**Work**”). The successful bidder must perform the following Work at the Park District locations specified in the bid documents pursuant to the terms and conditions contained herein.

Sealed proposals will be received on or before March 11, 2025, at 9:00AM in the REC Center 12015 Mill Street Huntley, IL 60142. Project proposals will be publicly opened and read aloud at that time.

The Park District has determined that the Illinois Prevailing Wage Act applies to the installation and other on-site work performed under this Contract. Bidder shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Bidder shall prominently post the current schedule of prevailing wages at the Contract sites and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to bidder due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of bidder and not at the expense of the Park District. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed.

Bidder shall be solely responsible for maintaining accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department’s portal) including certified payroll. Bidder shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Park District agrees to notify the bidder or Subcontractor of the pendency of any such claim, demand, lien or suit.

The bidder is advised that the Illinois Department of Labor revises the prevailing wage rates and the bidder/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Bidder shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

(2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

The Park District reserves the right to reject any and all proposals, parts of any and all proposals, or to waive technical errors or omissions in submitted proposals. No submitted bid may be withdrawn until a period of sixty (60) days after the bid opening date, without written consent of the Park District. The Park District encourages minority business firms to submit bids on this project and the successful contract bidder to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

Questions should be directed to Wesley Peete, Director of Parks and Facilities, Huntley Park District, wpeete@huntleyparks.org, (847) 669-8934.

Bid Documents

February 26, 2025

Asphalt Paving Project for Basketball Courts
at 3 Various Park Sites Base Bid:

1. Borhart Park 9661 Abbey Rd. Approximately 2,500sqft.
2. Ruth Park 10370 Aldridge Dr. Approximately 2,500sqft.
3. Tures Park 10251 Fleetwood St. Approximately 2,000sqft.

Alternate Pricing

1. Deicke Park 11419 Rt. 47 Approximately 3,200sqft Basketball Court
Prep and Acrylic Resurfacing

Bids Due by March 11, 2025
At 9:00am

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Specifications for 3 Various Basketball Court Park Sites:

Borhart Park, Ruth Park, Turess Park Base Bid

- Remove asphalt pavement down to stone base.
- Add new CA-6 stone as needed to properly level, slope, and compact the sub base.
- Slope to be between 0.83%-1% with no puddles.
- Machine apply and compact 2" Binder course Hot Mix Asphalt followed by 1.5" surface course hot mix asphalt.
- Following a 2-week curing period
- Apply 2 coats of sand fortified acrylic resurfacer.
- Apply 2 coats of each sand filled color, up to 2 colors. Court Surface Green in color.
- Apply lines to match existing White in color lines.
- Save and protect existing basketball goals.
- **All work is to be completed no later than June 11th 2025.**

Alternate Pricing Specifications:

Deicke Park Basketball Court Prep and Acrylic Resurfacing Only Approximately 3,200sqft.

- Remove embedded dirt, algae, and loose coatings with a rotary power washer.
- Using a grinder, remove buildup of line paint.
- Apply 2 coats of sand fortified 100% acrylic resurfacer.
- Layout and apply 2 coats of each textured acrylic green in color
- Layout, mask, prime, and paint 2" textured white lines.

INSTRUCTIONS TO BIDDERS

A. BID PROPOSAL FORM

1. Each bid shall be made on the "Bid Proposal Form" furnished by the Park District.
2. All applicable blank spaces on the "Bid Proposal Form" must be fully filled in all amounts must be in words as well as in figures where applicable.
3. The signatures must be in longhand and executed by a duly authorized official of the bidder's organization and the name of the official and his title typed below the signature.
4. Erasures or other changes of the "Bid Proposal Form" shall be explained or noted over the signature of the bidder.
5. The bids shall be sealed in an envelope, marked, and addressed as follows:
6. Bid documents for:
 - 1) Borhart Park 9661 Abbey Rd. Approximately 2,500sqft.
 - 2) Ruth Park 10370 Aldridge Dr. Approximately 2,500sqft.
 - 3) Tures Park 10251 Fleetwood St. Approximately 2,000sqft.
7. Bid documents shall be delivered or mailed in time for the bid opening to the Huntley Park District, 12015 Mill Street, Huntley IL. 60142 Attn: Wesley Peete
8. No bid can be withdrawn prior to the opening of the bids unless (1) a written request for any such withdrawal showing good cause for said withdrawal is first delivered to the Park District Administration Office prior to commencement of the opening of bids, and (2) the Park District authorizes withdrawing the bid, in writing. However, no bidder may withdraw a bid after opening of the bids.
9. Bidders shall guarantee their bids for a period of one hundred twenty (120) days after the opening of bids. Oral bids or oral modifications to bids will not be considered.
10. The Park District will not be responsible for the premature opening of bid envelopes that are not properly marked. Any bids opened prior to the scheduled bid opening due to the bidder's failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and will not be considered. The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time will not be considered unless evidence is presented acceptable to the Park District that it was in possession of the bid prior to the bid opening date and the bid was inadvertently misplaced while in the Park District's possession. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the Bidder unopened, if possible. The bid will be opened if the Park District cannot ascertain the Bidder's name and address from the outside of the envelope.

B. MODIFICATION OF BIDS

Any bidder may modify their bid by written notice (signed by bidder) at any time prior to the scheduled closing time for receipt of bids provided such written notice is received by the Huntley Park District prior to the closing time, and provided, further, the Park District is satisfied (as to telegraphic communications) that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

Modifications of bid submittals by telefax shall not be accepted.

C. EXAMINATION OF SITE

All bidders submitting bids for this Work shall first examine the bid documents, visit the site, and fully inform themselves as to all existing conditions, equipment needed, materials, and limitations that may affect the Work. All bids shall take into consideration such conditions as may affect the work under this contract. Bidders may contact Wesley Peete Director of Parks and Facilities at 847-669-8934. Any discrepancy must be brought to the Park District's attention prior to submission of the bid. A bidder's submission of their proposal implies that this examination has been made.

D. DISCREPANCIES; MISTAKES; ADDENDA

1. Should a bidder find, during the examination of the Contract Documents or after their visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should he be in doubt as to their meaning, they shall at once bring the questions to the attention of the Park District for answer and interpretation. The Park District will review the question and, where information sought is incorrectly shown or not clearly shown on the contract drawings or specifications, may issue an addendum to all bidders in which the interpretation will be made.
2. Any requests shall be made in writing, and will be responded to in writing, issued as an addendum to all bidders.
3. All addenda to bidders are to be incorporated in the bids and will become a part of the Contract Documents. No oral interpretation by the Park District or their representative will be binding; only instructions in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than two working days prior to the date set for receipt of bids.
4. If a mistake in these documents is discovered after the bid opening, the Park District will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by bidders on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect. If the bidder makes computational or arithmetic errors in calculating the aggregate cost of

Work on the Bid Form, however, the Park District may correct these errors.

5. The bidder must clearly state in the submitted proposal any exceptions to, or deviations from, the minimum bid document requirements, and any exceptions to the terms and conditions of the bid documents. Such exceptions or deviations will be considered in evaluating the proposals. Bidders are cautioned that proposed exceptions or deviations from the bid documents may cause their proposal to be rejected by the Park District.

E. BONDS

1. Performance Bond

The successful bidder must, at his expense only, furnish a performance bond in accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction" (30 ILCS 550/1), with good and sufficient sureties approved by the Park District. Such bond shall provide, among other conditions, for completion of the subject contract and for the payment of material and labor used in such work, whether by subcontractor or otherwise. Said Act provides that such bond will be deemed to contain certain stated provisions as outlined in said Act.

Note: Said Act requires that such a bond must be supplied to the Park District by the successful bidder. Cash or letters of credit will not suffice.

The successful bidder shall also set forth in said Performance bond such provisions as will guarantee the faithful performance of the prevailing wage clause as set forth in Section I of "Instructions to Bidders" and set forth in paragraph 47 of the "General Conditions" as required by the 820 ILCS 130/4.

CONTRACTOR MUST SUBMIT THE BEST'S BOND RATING OF THE SURETY FOR THE CURRENT YEAR TO THE OWNER FOR APPROVAL. THE RATING SHALL BE A MINIMUM OF A- (12). THE OWNER RESERVES THE RIGHT TO REQUEST SUBSTITUTE SURETY, DISMISS THE CONTRACTOR, OR WAIVE REQUIREMENTS HEREIN TO THE OWNER'S BEST INTERESTS.

2. Maintenance Bond and/or Letter of Credit

Contractor shall furnish a Maintenance Bond and/or Irrevocable Letter of Credit to guarantee the work performed under the contract against defective workmanship and/or defective materials of any nature for a period of not less than 1 year from date of acceptance of the work or final payment, whichever is later. The Maintenance Bond shall be in a form acceptable to the Park District. Letter of Credit furnished in lieu of Maintenance Bond shall be in form set forth herein.

E. INSURANCE

The successful bidder will provide the Park District with "Certificate of Insurance" and "Manufacturer's Warranty" for the manufacturer and equipment specified in the bid and such certificate, or certificates, shall be delivered to the Park District prior to the date for delivery as set forth in the contract. Winning bidder must carry a minimum of \$2,000,000 product liability insurance for personal liability and property damage.

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.

1. Bidders shall procure and maintain for the duration of the contract, at its own cost, insurance as specified in the General Conditions of this contract.

2. Acceptability of Insurers

Insurance is to place with insurers with a Best's rating of no less than A:VII and licensed to do business in Illinois.

3. Verification of Coverage

Bidder shall furnish the Huntley Park District with certificates of insurance (naming the Huntley Park District additional insured) and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Huntley Park District. The Huntley Park District reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. AWARD OF BID; QUALIFICATIONS OF BIDDER

1. The Park District may take such investigation as it deems necessary to determine the ability of the bidder to perform the work.
2. The Park District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate successful completion of similar project experience by submitting five (5) references from other customers at the time of submission. Bidders must also demonstrate that they have sufficient resources, i.e., capital, laborers, equipment, etc., to accomplish all tasks to complete the project by the specified completion date.
3. Bidders must adhere to the bid criteria as specified.
4. The general contractor that is awarded the contract must have a major portion (approximately 75%) of his business experience involved in the major type of work

specified herein. Therefore, the bidder will be required to furnish satisfactory proof of projects and references for work of this magnitude for the past three years prior to the award of the contract. The Park District's discretion alone shall control whether the general contractor possesses the required experience as herein set forth.

5. The Park District reserves the right to require of any bidder such information as stated above and necessary to verify the bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.
6. The bid shall be let to the lowest responsive, responsible bidder that complies with the requirements of the bid documents, as determined by the sole discretion of the Park District. The lowest bidder will be determined on the basis of the base bid, or the base bid and any combination of alternates the Park District desires to accept, all in the exercise of its discretion. The ability of the apparent low bidder(s) to successfully execute the Work in accordance with the contract documents and on time will be considered by the Park District in making an award. The Park District may also use all publicly available information about the bidders in determining whether a bidder is a responsible bidder. Although price is a major consideration in the award of bids, Park District does not award based on price alone. Park District also considers the quality of the bidder and their work, as judged by Park District, terms of delivery, serviceability and any and all other factors as permitted by law.
7. The Park District reserves the right to award the contract to one bidder for the entire Work or to any series of bidders for an appropriate proportion of the Work. The Park District reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended; reject any or all prices or bids submitted and waive any formality or technicality in any proposal; and change the required amount of labor and/or materials shown on bid. Such decisions shall be final and not subject to recourse.
8. This Request for Proposals does not commit the Park District to make an award, nor will the Park District pay any costs incurred by the bidder in the preparation and submission of proposals, or any costs incurred by the bidder, any subcontractor, their employees or agents, in making necessary studies for the preparation of proposals to perform the Work pursuant to the bid documents.
9. The bidder to whom the Work is awarded is required to enter into a contract with Huntley Park District, substantially in the same form as the sample contract contained in these Bid Documents.

G. CONTRACTORS CERTIFICATION

1. Each bidder must certify on the enclosed form that they are not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (bid rigging or bid rotation and that no delinquent taxes are outstanding or otherwise due to Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.2-1.
2. Contractor shall also certify on the enclosed form that they provide for a Drug free Workplace, in accordance with 30 ILCS 580/1.

3. Contractor shall include a Prevailing Wage Affidavit
4. Equal Opportunities Form
5. Sexual Harassment Policy Certification
6. Contractor shall be registered with the Village of Huntley.

H. FEDERAL/ ILLINOIS STATUTES AND LAWS

The bidders will be required to comply with all federal, state, and local laws, rules, and ordinances, as well as orders and decrees of any courts, administrative bodies, or tribunals in any manner affecting the performance of the Work. By way of example, the following are included within the scope of the laws, rules, and regulations referred to in this paragraph, but in no way operate as a limitation on the laws, rules, and regulations with which the bidder must comply: all forms of Workers Compensation Laws, the Illinois Human Rights Act, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Drug Free Workplace Act, the Social Security Act, statutes relating to contracts let by units of government, all applicable civil rights and anti-discrimination laws and regulations, and to the extent applicable, the Illinois Prevailing Wage Act. Lack of knowledge on the part of the bidder will in no way be cause for release of this obligation. The bidder shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the contract. The Park District reserves the right to reject any bid or proposal, or parts of any and all bids or proposals, to waive technical errors or omissions in submitted proposals, to cancel any contract, and pursue any other legal or equitable remedies against the bidder if the Park District becomes aware of bidder's violation of the bid documents, the contract, or any applicable laws, rules, or regulations.

I. WARRANTY

The Bidder warrants to Park District that the labor and materials furnished under the Contract will be of good quality and new unless otherwise required or permitted under the bid documents, that the Work and materials will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the bid documents. Work and materials not conforming to the bid documents, including substitutions not properly approved and authorized, may be considered defective and will be rejected by Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

All labor provided under this bid and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of two (2) years after performance of the labor in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder. The bidder must provide Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign or pass through all applicable warranties regarding the Work to Park District.

J. TAXES

The Park District is not subject to Sales Tax, Federal Excise Tax, or the Illinois Retailers Occupation Tax. Upon awarding a contract to the successful bidder, the Park District will provide the successful bidder with a letter or certificate with the Park District's tax-exempt number thereon. These taxes should not be reflected in the bid price.

K. PARK DISTRICT'S RIGHT

The Park District at all times reserves the right to reject any and all bids submitted thereunder, accept any bid in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

L. PAGES COMPLETED PRIOR TO OR AT THE TIME OF THE PARK DISTRICT'S INDEPENDENT CONTRACTOR'S AGREEMENT EXECUTION

The successful bidder shall complete, by the time of the execution of the Park Districts Independent Contractors Agreement, the following pages in order for the contract to be considered valid by the Park District: Park District's Independent Contractor Agreement as prepared by the Park Districts counsel, Performance Bond Guarantee, Labor & Material, Payment Bond Guarantee, Maintenance Bond or Letter of Credit, Verification of Insurance.

SECTION C

CERTIFICATE OF COMPLIANCE

Illinois Compiled Statutes Chapter
720, Sec. 33E-3 and 33E-4 and 65 ILCS
6/11-42.2-1

_____ the contractor under a
certain contract dated _____ with the Huntley Park District for
_____ hereby certifies that

said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 1961 720 ILCS 5133E-3 and 33E-4. (bid-rigging, bid rotation) and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

Contractors:

SUBSCRIBED AND SWORN TO:

before me this _____ day
of _____ 2025

CERTIFICATE OF COMPLIANCE

DRUG FREE WORKPLACE ACT

Illinois Compiled Statutes, Ch. 30, Sec. 580/1 et seq.

_____ contractor under a certain contract dated _____

with the Huntley Park District for _____ hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such contract, 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 5 days after such conviction.
 - 4. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the contractor's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. 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 Huntley Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) 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 an employee who is so convicted as required by paragraph (H) below.
- 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.
- G. Making a good faith effort to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 1. Take appropriate personnel action against such employee up to and including termination; or
 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Contractor: By:

Its:

SUBSCRIBED AND SWORN to

before me this _____ day of _____, 2025

PREVAILING WAGE AFFIDAVIT

I, _____ on oath hereby state and President
certify that

_____ pursuant to a contract
Company

dated _____

with the Huntley Park District, an Illinois Municipal Corporation, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for McHenry County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.

Signature

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

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

GENERAL POLICIES OF EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR also agrees that all of the CONTRACTOR'S employees are authorized to work I the United States.

CONTRACTOR shall take affirmative action to ensure that all applicants are employed, and that employees are equally treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not to be limited to the following:

1. Employment, upgrading, demotion and transfer.
2. Recruitment or recruitment advertising.
3. Layoff or termination.
4. Rates of pay or other forms of compensation.
5. Selection for training including apprenticeship.

CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

Printed Name: _____

Signature: _____

Title: _____

Date: _____

SEXUAL HARRASMENT POLICY CERTIFICATION

The undersigned, on behalf of the entity making this proposal or bid, certified that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A.

This act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment, under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

_____ Individually and behalf of Contractor

SUBSCRIBED AND SWORN TO:

before me this _____

_____ day

of _____ 2025

Notary Public

My commission expires: _____

BASE BID PROPOSAL FORM

1. **Borhart Park** \$ _____

2. **Ruth Park** \$ _____

3. **Tures Park** \$ _____

Total base bid \$ _____

Accepted By: _____ Title: _____

Signature: _____ Date: _____

ALTERNATE BID:

1. Alternate for Deicke Park Prep and Acrylic Resurfacing Only:

\$ _____

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between _____ (hereafter "CONTRACTOR") and the HUNTLEY PARK DISTRICT (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Project Manual for Huntley Park District for Asphalt Paving Project for Basketball Courts at 3 Various Park Sites throughout the district dated February 26, 2025, and the documents referenced therein (the "Specifications"); CONTRACTOR's Bid in response to the Advertisement for Bids for Asphalt Paving Project purchase and installation per manufacturer guidelines and the removal and disposal of old materials hereafter ("Proposal"); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement;" and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the CONTRACTOR hereby agrees:

1. To perform the scope of work described in the Specifications in a professional and timely manner in consideration for the payment described in the Proposal.
2. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
3. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY 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 paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, 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 provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

4. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employers Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee
 - b. Commercial General Liability

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$1,000,000.00	Each Occurrence
\$50,000.00	Fire Damage (any one fire)
\$50,000.00	Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - ii. Property Damage

\$1,000,000.00	Per Occurrence
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 - d. Umbrella Excess Liability:

\$2,000,000.00	Over Primary Insurance
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5. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates 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. CONTRACTOR shall declare to AGENCY all deductibles or self-insurance retentions in an amount in excess of \$5,000.00 per occurrence and AGENCY may require CONTRACTOR to eliminate or reduce such deductibles or self-insurance retentions as applied to this Agreement. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

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

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

6. CONTRACTOR shall cause each Subcontractor or consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.

7. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
8. Nothing contained in this Agreement is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
9. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
10. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of 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, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
11. 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 AGENCY shall be certified mail, return receipt requested.
12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.
13. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due. The Prevailing Wage Act applies to this Agreement and CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner; provided change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the AGENCY as required by Statute. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of

wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions.

IT IS A CONDITION PRECEDENT TO EACH PAYMENT MADE UNDER THIS AGREEMENT THAT CONTRACTOR FILE WITH THE AGENCY A COPY OF THE FILING RECEIPT FOR EACH CERTIFIED PAYROLL THE CONTRACTOR FILES WITH THE ILLINOIS DEPARTMENT OF LABOR. A FAILURE TO INCLUDE A COPY OF THE FILING RECEIPT WILL DEEM A PAYMENT APPLICATION INCOMPLETE AND IT WILL NOT BE PAID. CONTRACTOR SHALL FILE ALL CERTIFIED PAYROLLS HERE: <https://webapps.illinois.gov/DOL/PayrollCertification/> (OR ANY LAWFUL SUCCESSOR WEBSITE).

15. CONTRACTOR, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for compliance with the Prevailing Wage Act and the payment of all persons performing labor and furnishing materials in connection with the Agreement. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the AGENCY, and shall name the AGENCY as a primary obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into this Agreement and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the AGENCY may grant if the forms do not meet its approval shall constitute a default, and the AGENCY may either award the Agreement to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of 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 bid guarantee.
16. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the AGENCY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
17. The CONTRACTOR will certify and will comply with all of the provisions of the Drug Free Workplace Act that are applicable to the CONTRACTOR. False certification or violation of the requirements of the Drug Free Workplace Act may result in sanctions including but not limited to suspension of the Agreement with AGENCY, termination of the Agreement and debarment of contracting with the AGENCY for at least one (1) year but not more than five (5) years. Prior to the commencement of the Work, the CONTRACTOR shall have in place a written Drug Policy program that meets the requirements of 820 ILCS 130/5.5 and shall file the same with AGENCY. The CONTRACTOR agrees that the AGENCY will make any documents submitted in accordance with this paragraph available for inspection and/or copying by the general public.

18. Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) (“*Act*”), the CONTRACTOR and its subcontractors must have in force and effect a written sexual harassment policy which includes, at minimum, the information required by Section 2-105 of the Act.

19. The CONTRACTOR understands, represents, and warrants to the AGENCY that CONTRACTOR and its subcontractors (for which the CONTRACTOR takes responsibility to ensure that they comply with the Illinois Human Rights Act) are in compliance with Section 2-105 of the Act and will remain in compliance with Section 2-105 of the Act for the entirety of the Contract. A violation of Section 2-105 is cause for the immediate cancellation of this Agreement. However, any forbearance or delay by the AGENCY in canceling the Agreement shall not be construed as, and does not constitute, AGENCY’s consent to such violation and waiver of any rights the AGENCY may have, including without limitation, cancellation of the Agreement.

20. In connection with the performance of Work under this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The CONTRACTOR further agrees to take affirmative action to ensure Equal Employment Opportunities. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the full control of the ways and means of performing the work referred to above and that the CONTRACTOR or its employees, representatives or subcontractors are in no sense employees of the AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreement shall be in full force and effect from the _____ day of _____, 20____
 Until such time as it is terminated by the AGENCY.

HUNTLEY PARK DISTRICT

CONTRACTOR

 Print Name

 Print Name

 Signature

 Signature

 Title Date

 Title Date

EXHIBIT A
SITE LOCATIONS and OVERHEAD DIAGRAMS

Tures Park Basketball Court – Base Bid Item



Ruth Park Basketball Court – Base Bid Item



Borhart Park Basketball Court – Base Bid Item



Deicke Park Basketball Court – Alternate Bid Item

