



July 25, 2019

2019 Request for Proposal Design-Build Electronic Data System and Message Board

The Oswegoland Park District is accepting proposals and qualifications for design-build of a data system and message board to become the standard exterior electronic message board for the Park District.

Proposal packets are available online at the Oswegoland Park District's website at <http://www.oswegolandparkdistrict.org/get-involved/bids-proposals> under 2019 Notices "Electronic Data System".

Proposals must be mailed or hand-delivered to the address listed below by 10:00a.m., Tuesday, August 6, 2019. Proposals will be publicly opened and read aloud on that date and time at Prairie Point Center, 313 E. Washington St., Oswego, IL 60543. Proposals not physically received by the Park District by 10:00a.m., Tuesday, August 6, 2019 will be returned, unopened to the firm. All proposals should be addressed to:

**Oswegoland Park District
RE: Sealed Proposal for "Electronic Data System"
Attention: Chad Feldotto
313 E. Washington St.
Oswego, IL 60543**

The Oswegoland Park District reserves the right to reject any or all proposals when the public interest will be served and to waive technicalities and informalities.

Project Description:

Provide design, construction and post construction onsite training for a double-faced, community and park data system and LED message board structure with a sign panel for the park name, and a sign panel for the Park District's "tree" logo. The successful firm will show compliance with the design intent of the Park District, structural soundness and quality of the proposed materials, and ease of use and maintenance of the data system. Once the standard design is approved, the contractor will install two new data system and LED message board structures at Prairie Point Community Park in Oswego, Illinois. One on the Plainfield Road entry and the other on the Grove Road entrance. See attached map for proposed locations.

Project Design Guidelines and General Specifications:

(The following are guidelines for design purposes only. All requirements per the Village of Oswego code must be followed.)

1. Park District is requesting at minimum, one data system, but two distinctly different designs for the message board structure.
2. It is anticipated that the message board structure should be constructed of steel and aluminum, painted powder coat, and an option for accents of natural stone. Each structure shall be double faced to be read from both sides.
3. The message board structure shall comply with the Village of Oswego Code and the Contractor shall acquire all necessary permits and approvals prior to installation.
4. The message board shall not produce glare to adjacent properties or streets, and shall automatically dim the light intensity during periods of darkness. Each message board shall have the ability to manually adjust lighting.
5. The Owner will provide the electric supply for a 40 amps, 110 volt service, conduit, wiring, boxes and other electrical components to within approximately 6'-0" of the message board location. See attached aerial map for location and plan for electrical service.
6. The Contractor will be responsible for labor and material to install required electrical work from existing power source located approximately six (6) feet away from the proposed message board structure location to the message board itself and making all connections to make the message board operational. Two separate circuits shall be run to each structure; one serving the data system message board cabinet and the other serving the LED back lighting with an internal disconnect switch. An exterior GFCI protected convenience receptacle shall be provided at each message board structure.
7. All electrical installations shall be in accordance with the 2011 National Electrical Code and the Village of Oswego Electrical Code. Illuminated panels and other electrical components shall be certified for use in United States by Underwriter Laboratories, (UL), Inc. and shall bear UL label.
8. The message board structure shall be an aluminum cabinet to be constructed of 0.125 aluminum on a two (2) inch steel angle frame with stick welded construction. All exposed metal surfaces shall be coated with an acrylic polyurethane primer and paint and must provide a graffiti-proof finish. The proposed dimensions of the Message Board Structure are as follows:
 - Overall Height: 10'-0" max.
 - Overall Length: 10'-0" max.
 - Overall Width: 3'-0" max.
9. Design and construction of concrete footings with steel pipe and other structural framing of the message board structure shall be detailed on Drawings and specified. Ensure that spacing of supports aligns with panel attachment points. Excavation and removal of excess soil to be completed by the contractor.

10. Three (3) separate panels (per face) for ease in updating the message board structure. For example, if a park is re-named or the District's logo is re-designed in the future, the Park District would prefer to replace separate panels instead of replacing the entire structure.

Panels below are not listed in any particular order in which to be placed on the structure:

Panel #1: LED programmable panel(s)

- Display viewing size: min. 2' height x 5' length
- Full color RGB, full matrix
- Time/temp capability
- Brand shall be "Watchfire", "Daktronics" or "Optec" or proven equivalent.
- Shall be easily programmed and operated remotely via broadband wireless, including operational software with pre-loaded graphics.

Panel #2: Park name panel(s):

- Park name routed out of panel with white acrylic lettering with LED back lighting. Font type and size to be determined.

Panel #3: District logo panel(s):

- Park District logo: incorporate the two-color "tree" logo and district name by mounting ½" thick acrylic cut-out logo and lettering to sign case. Non-illuminated.

11. Design option for consideration: Incorporate natural or faux stone accents in beige or gray color. All materials used must be submitted for approval by the Park District prior to construction.
12. Detailed drawings shall be prepared for review and approval by the Park District. The drawings shall be in electronic and paper format. The overall design of each sign shall be consistent in size and shape as described in the specifications. Drawings shall be dimensioned and include elevations, foundation plan, detailed sections and site plan. Manufacturer's specifications of the electronic message board cabinets shall also be provided. As-built drawings will be required at time of project completion.
13. Traffic control shall be provided in accordance with the Illinois Manual of Uniform Traffic Control Devices. No overnight lane closures will be permitted.
14. On-site training for the Owner on the data system message board shall also be included (Assume 2 hours). Training will occur after the message board is installed and fully operational.
15. Guarantees: All material and workmanship shall be guaranteed for a period of two (2) years from the date of acceptance.

Firm Qualifications:

A. WORK EXPERIENCE:

The successful firm will have a minimum of five (5) years experience with this type of work and references for installations in the Chicagoland metropolitan area. The firm must complete and include the "REFERENCES" form with the submitted proposal of comparable examples in the Chicagoland area to the work proposed and be available and operational for the Owner to visit and see firsthand.

B. SUBCONTRACTORS AND BIDDERS RESPONSIBILITY:

1. The general contractor of this project cannot sub-let more than 25% of the dollar amount of this contract to subcontractors without the advance written approval of the Park District.
2. It shall be understood that the bidder's bid shall include full responsibility for coordination, expediting, management of payment request and general administration of his/her subcontractors.
3. The bidder herewith submits a list of subcontractors complete for each trade, and contract breakdown, relative to the work to be performed hereunder and agrees that if selected contractor, hereunder bidder will promptly confer with the owner's agents on the question of such sub-bidders the bidder proposes to use, including submission of their qualifications.
4. It is agreed that the owner may substitute for any proposed sub-bidder for the subtrade against whose standing and ability the bidder makes no objection in writing, and that bidder will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this bid proposal, the unit, total and the alternate contract prices being adjusted to conform thereto.

C. EQUAL OPPORTUNITY POLICIES:

1. For the entire duration of contractors work under the contract, this bidder shall conform to the federal and state statutes on equal opportunity and fair employment, and to all valid rules and regulations now or hereafter issued pursuant thereto. Such laws shall include, but are not limited to, the Illinois Human Rights Act, Ill.Stat., 775 ILCS 5/2 et seq and an act to prohibit discrimination, etc., Ill. Rev. Stat., 775 ILCS 10/2-8. The bidder shall require all subcontractors (if any) to conform with said statutes and regulations, and bidder agrees to indemnify owner for any and all violations of said statutes and regulations by bidder, his/her subcontractors, and/or anyone working through or on behalf of bidder or bidder's subcontractor.
2. Also during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.
 - b. Comply with the procedures and requirements of the Department's regulation concerning equal employment opportunities and affirmative action.
 - c. Provide such information and assistance with respect to employees and applicants for employment as the Department may reasonably request.

- d. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
- e. The contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. EMPLOYMENT AND PREVAILING WAGE LAWS:

- 1. Contractors will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic need to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work (including, but not necessarily limited to Ill.Rev.Stat. ch. 48, pars. 39n - 39s, "Wages of Employees on Public Works") as ascertained by the Illinois Department of Labor for Kendall County, Illinois shall be paid for each craft or type of worker needed to execute the contract or to perform such work. 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/rates.htm>

- 2. The Contractor shall require all subcontractors (if any) to conform with said laws, and Contractor agrees to indemnify owner for any and all violations of said laws and any rules and regulations now or hereafter issued pursuant to said laws by Contractor, his subcontractor, and/or anyone working through or on behalf of Contractor or Contractor's subcontractors.
- 3. 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. 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.
- 4. Contractor shall be solely responsible for complying with the Substance Abuse Prevention on Public Works Act as it amends the Prevailing Wage Act, and prior to commencing work, shall file a copy of the required written Substance Abuse Prevention Program with the owner.
- 5. While participating on public works, the contractor and each subcontractor shall:
 - a. Make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and

- b. Submit a certified payroll to the Park District with each pay request. The certified payroll shall consist of a complete copy of the records identified in paragraph (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor.
- c. Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in this Section to the Park District its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

E. CONTRACT:

1. Upon acceptance of this bid by the owner, the bidder agrees, upon notification by owner of such acceptance, that bidder will execute and deliver back to the owner a contract in the form of the American Institute of Architects, Doc. A101, 2007 edition, "Standard Form of Agreement Between Owner and Contractor," in such amended form as prepared by the owner's legal counsel. Said contract shall incorporate by reference all "Contract Documents" as defined in Section II of the "General Conditions".

F. PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND:

1. The successful bidder must furnish a performance, labor and material payment bond in accordance with the provisions of the Public Construction Bond Act 30 ILCS 550/1, as amended, in relation to bonds of contractors entering into contracts for public construction with good and sufficient sureties approved by the Park District.
2. Such bond shall be in the amount of 100% of the contract amount and shall provide, among other conditions, for completion of the subject contract and for the payment of material 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.

3. Contractor must submit the bond rating of the surety for the current year to the owner for approval. The rating shall be a minimum of A-12 from Standard and Poor, Moody's or other rating agency, and be licensed for the State of Illinois. The owner reserves the right to request substitute surety, dismiss the contractor, or waive requirements herein to the Park District's best interests.
4. 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 the "Instructions to Bidders", the "Bid Form" and as set forth in Section IV of the "General Conditions" as required by the Illinois Revised Statutes.

G. INSURANCE:

1. The contractor and all subcontractors shall keep in force at all times during the performance of this contract insurance and as required herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the owner has been furnished with Certificates of Insurance in duplicate stating that such policies will not be cancelled, transferred or terminated prior to their stated expiration date, except upon ten (10) days prior written notice to the owner.
2. The contractor shall not allow any sub-contractor to commence work on any sub-contract until similar insurance required of the subcontractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the owner and shall be of the following kinds and with at least the following limits of coverage.
3. The successful bidder and their subcontractors will be required to name the park district, as "co-insured" and the policy shall include an endorsement. The successful bidder will be required to purchase additional insurance for this project if his limits are not the minimum specified.
4. Comprehensive General Liability Including Contractual Liability Insurance: Contractor shall maintain comprehensive general liability insurance, including contractual liability insurance covering the liability of the contractor under the "Hold Harmless and Indemnification" provisions of Section III, paragraph A of the General Conditions, and "explosion, collapse and underground" insurance in at least the following limits:

a.	General Liability	Each occurrence	\$1,000,000
	General aggregate	\$2,000,000	
5. Comprehensive Automobile Liability Insurance: Contractor shall maintain comprehensive automobile liability insurance covering all vehicles incident to the contractor's work, whether at the site or elsewhere, in at least the following limits:

a.	Bodily Injury:	Each person	\$1,000,000
	Each accident	\$1,000,000	
b.	Property Damage:	Each accident	\$1,000,000
6. Comprehensive Umbrella Liability Policy: In addition to the minimum limits stated above, the contractor shall maintain a comprehensive umbrella liability policy in at least the following limits:

a.	Each accident	\$2,000,000
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7. Worker's Compensation and Employer's Liability Insurance: Worker's compensation insurance with limits as prescribed by the laws of the state in which the site is located and employer's liability insurance with minimum limits of \$500,000.

Submission requirements:

1. Conceptual design drawings for each of the two options for an electronic data system and message board structure.
2. Minimum five (5) year project work experience in the Chicagoland metropolitan area including a list of references of comparable work in the Chicagoland metropolitan area.
3. Timeline: The successful applicant shall provide a project timeline compatible with the Park District's timeline as noted below (dates subject to move except for RFP due date):

RFP Submission Due**August 6, 2019, 10:00am**

- | | |
|--|-----------------------|
| ○ Park District Board approval | August 15, 2019 |
| ○ Conduct project kickoff meeting | August 20, 2019 |
| ○ Final construction drawings to Staff | September 17, 2019 |
| ○ Construction | Fall 2019/Spring 2020 |
| ○ Completion Date | May 22, 2020 |

4. Completed lump sum fees for the two options for design and construction services including prevailing wage labor rates to install two message board structures.
5. Completed Supplemental Documents on the attached forms.

Evaluation Criteria will include but not limited to the following:

- Understanding of project as demonstrated in the proposal including conciseness and thoroughness and identification of issues and approaches/solutions.
- Strength of team qualifications/experience.
- Extent of experience on similar projects including developing and completion of comparable projects.
- Design/implementation schedule and availability to immediately begin project when contract is signed.
- References.
- Quality of sample work and ease of use and maintenance.
- Identified conflicts of interest and/or resolution of same.
- Ability to provide design and construction services with final lump-sum total prices.

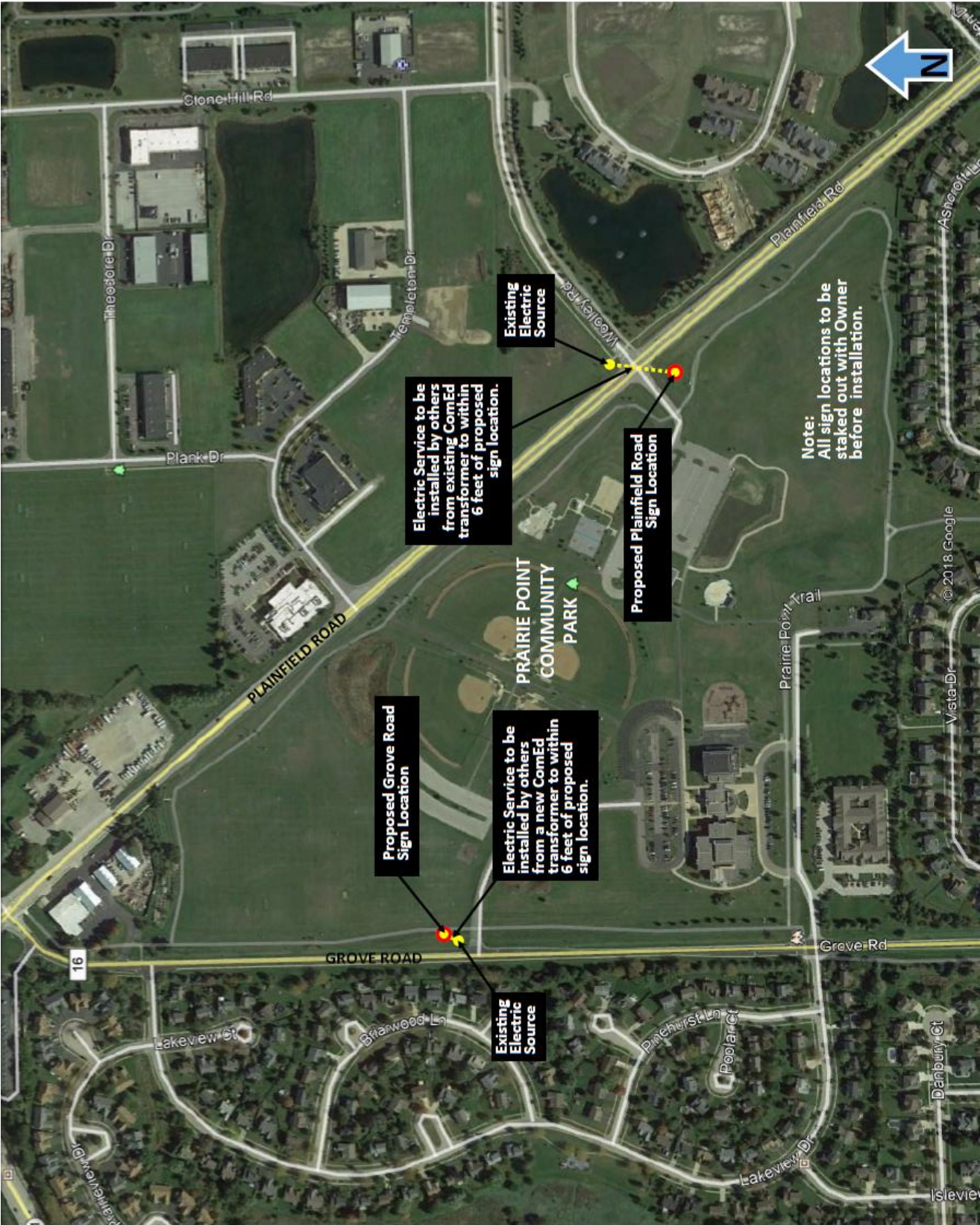
Selection process

Final selection of the design firm/team will follow a two-step process. First, the qualifications and costs provided under this RFP will be thoroughly reviewed with the top candidate(s) selected by a Review Team. Second, the top candidate(s) may be interviewed by the Review Team and the finalist selected. The price is of importance to the Park District, but may not be considered the priority in the final award of the contract based upon other evaluation criteria noted above. The cost provided is to be a "not to exceed" lump sum cost. Responses received after the close specified due date and time will not be considered. The Park District reserves the right to short-list (up to 2) firms for more detailed technical proposals or schedule interviews with the short-listed firms. The Park District reserves the right to select the second ranked consultant if negotiations with the first consultant are unsuccessful. The Park District is not bound to take the lowest cost proposal. The Oswegoland Park District's Planning Department will administer the project.

RFP Inquiries

All inquiries regarding this request for proposal shall be directed to Chad Feldotto, Director of Planning, Oswegoland Park District via phone: 630.554.4428 or via email: cfeldotto@oswegolandpd.org

Project Location—Prairie Point Community Park, 4120 Plainfield Road, Oswego, Illinois 60543



Subcontractors—*fully complete and return with proposal submission. If not applicable complete the form with “N/A” for not applicable.*

	<u>SUBCONTRACTOR</u>	<u>CLASSIFICATION OF WORK</u>	<u>AMOUNT OF SUBCONTRACT</u>
1.	<div><div>Name</div><div>Address</div><div>CityStateZip</div></div>		
2.	<div><div>Name</div><div>Address</div><div>CityStateZip</div></div>		
3.	<div><div>Name</div><div>Address</div><div>CityStateZip</div></div>		

Please note: If additional sheets are needed, please make copies

Supplemental Documents

The following documents shall be completed, signed and submitted with the proposal:

- a. Prevailing Wage Affidavit**
- b. Insurance Requirements**
- c. Certificate of Compliance Freedom of Information Act**
- d. Certificate of Compliance Drug Free Workplace Act**
- e. Certificate of Compliance IL Human Rights Act**
- f. Certificate of Compliance**
- g. References and Jobs of Similar Scope**

Prevailing Wage Affidavit

I, _____ on oath hereby state and certify that
President

_____ pursuant to a contract dated _____
Company

with the Oswegoland 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 Kendall and/or Will County, Illinois, and those prevailing rates are paid and shall be paid for each craft of type of worker needed to execute the aforesaid contract or to perform such work.

Signature

Date

Subscribed and sworn to before me

this _____ day of _____, _____.

Notary Public

Insurance Requirements

1 of 3

INSURANCE – The contractor and subcontractor shall maintain during the progress of the Work, and if required to return during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in prime contract documents:

- (A) WORKERS COMPENSATION meeting the statutory requirements of the State in which the work is to be performed and containing Employers Liability insurance in an amount of \$500,000 for each insured limit. A **waiver of subrogation** in favor of **OSWEGOLAND PARK DISTRICT** shall be provided.
- (B) COMMERCIAL GENERAL LIABILITY insurance providing limits of \$1,000,000 each occurrence and \$2,000,000 aggregate (Per Project). The policy must include OSWEGOLAND PARK DISTRICT as an additional insured and others if required in a prime contract. Coverage provided for the additional insureds shall be on a primary and noncontributory basis. Coverage must include premises/operations, independent contractors, products/completed operations and contractual liability. Coverage shall be provided on the latest edition of ISO Form CG 0001 or equivalent (General Liability) and ISO Forms CG 2010 07/04 and CG 2037 07/04 or equivalent (Additional Insured). All exclusionary endorsements attached to these forms must be indicated on the certificate of insurance. A waiver of subrogation in favor of OSWEGOLAND PARK **DISTRICT** shall be provided.
- (C) COMMERCIAL AUTOMOBILE LIABILITY insurance providing coverage on all owned, non-owned and hired vehicles with limits and endorsements equal to (B) above.
- (D) COMMERCIAL UMBRELLA LIABILITY insurance with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate providing excess coverage over (A), (B) and (C) above **including the additional insured and waiver of subrogation requirements (follow form)**.
- (E) A certificate of insurance, on an approved form, must be delivered to OSWEGOLAND PARK DISTRICT prior to commencing the work and must state that coverage will not be altered, cancelled or allowed to expire without 30 days **written notice** to **OSWEGOLAND PARK DISTRICT**.
- (F) It is agreed that the contractor and subcontractor shall purchase and maintain property insurance for material and equipment used on the jobsite. It is further agreed that the contractor and subcontractor shall have **no recourse** or rights of subrogation for loss or damage to any such property from **OSWEGOLAND PARK DISTRICT** or any other party to the prime contract.
- (G) **Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers**, if any, before permitting them on any job site. Otherwise, their protection must be included within your insurance policies.
- (H) It is understood and agreed that authorization is hereby granted to **OSWEGOLAND PARK DISTRICT** to withhold payments to the contractor and/or contractor and subcontractor until a properly executed certificate of insurance is delivered.
- (I) Contractor and subcontractor agrees to maintain the above insurance for the benefit of **OSWEGOLAND PARK DISTRICT** and the Owner for a **period of two years** or the expiration of the statute of limitations, whichever is greater.

By: _____

SUBSCRIBED AND SWORN TO

Title: _____

before me this _____ day
of _____, _____.

Notary Public

**THE TYPE AND AMOUNT OF INSURANCE
LISTED BELOW WILL BE REQUIRED:**



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DR

DATE (MM/DD/YYYY)
06/06/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone:	CONTACT NAME:	
	Fax:	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		SPP00001	11/05/13	11/05/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP-03	11/05/13	11/05/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Ded <input checked="" type="checkbox"/> RETENTION \$ 0		CMB00	11/05/13	11/05/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	W2A2WC0	11/05/13	11/05/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment		SPP000	11/05/13	11/05/14	Ded \$500 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Jaycee Park Renovation - Oswegoland Park District is Additional Insured for General Liability if required by written contract.

CG7254 12/10
CG7263 12/10

CERTIFICATE HOLDER

OSWEGOL

Oswegoland Park District
313 East Washington
Oswego, IL 60543

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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**AS SPECIFIED, THE INSURANCE POLICY SHALL BE ENDORSED
AND A COPY OF THE ENDORSEMENT (SAMPLE BELOW)
SHALL BE SUBMITTED TO THE OWNER.**

CG-7254
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured only as specified under the "written contract". A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.
- B. The insurance provided to additional insured by this endorsement is limited as follows:**
1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.
- C. With respect to the insurance afforded to additional insured, the following exclusions are added:**
- 2. Exclusions**
- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
 - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
 - (2) That portion of the "Named Insured's" work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
 - c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
 - d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.

Certificate of Compliance: Freedom of Information Act

5 ILCS 140/1 et seq.

_____, the Contractor under a certain contract dated _____ with the Oswegoland Park District (District) for _____ hereby certifies that the Contractor agrees to maintain all records and documents for projects of the District 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 District under the Freedom of Information Act so that the District 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 District and if possible, the District shall request an extension so as to comply with the Act.

In the event that the District 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, the Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

By: _____

Title: _____

Date: _____

SUBSCRIBED AND SWORN TO

before me this _____ day
of _____, _____.

Notary Public

Certificate of Compliance: Drug Free Workplace Act

Illinois Revised Statutes 1991, Ch. 127, Sec. 132.311 et seq.

_____, the Contractor under a certain contract dated _____ with the Oswegoland 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.

B. Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation, and employee assistance programs; and
4. 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 Oswegoland 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 continue 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.

By: _____

Title: _____

SUBSCRIBED AND SWORN TO

before me this _____ day
of _____, _____.

Notary Public

Certificate of Compliance: Illinois Human Rights Act on Sexual Harassment

775 ILCS 5/2 - 105

_____, the Contractor under a certain contract dated _____ with the Oswegoland Park District for _____ hereby certifies that

said Contractor shall, as a condition of the aforesaid contract, certify that there is available a written company 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 using examples
4. the Contractor's internal complaint policies and procedures including penalties
5. the legal recourse, investigation, and complaint process available through the IL. Dept. of Human Rights and the Human Rights Commission and directions on how to contact both, and
6. protection against retaliation as provided by Section 6-101 of the IL. Human Rights Act.

A copy of this policy shall be provided to the IL. Dept. of Human Rights upon request.

By: _____

Title: _____

SUBSCRIBED AND SWORN TO

before me this _____ day of _____, _____.

Notary Public

Certificate of Compliance

_____, the Contractor under a certain contract
dated _____ with the Oswegoland Park District for _____
_____ hereby certifies that

- a) 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 (Ill. Rev. Stat.) 1989, Ch. 38, Sec. 33E-2 et.seq. (bid-rigging, bid rotation);
- b) said Contractor certifies 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:

By: _____	Date:_____
By: _____	Date:_____
By: _____	Date:_____

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____ , _____.

Notary Public

References

List current business/agency references within the last five (5) years for whom you have performed work similar to that required by this proposal in the Chicagoland area. These references should be comparable examples to the work proposed and be available and operational for the Owner to visit and see firsthand.

Name of Facility or Site: _____

Address of Facility or Site: _____

City, State, Zip Code: _____

Contact Person: _____

Contact Person Phone Number: _____

Installation Date (MM/DD/YYYY): _____

Name of Facility: _____

Address of Facility: _____

City, State, Zip Code: _____

Contact Person: _____

Contact Person Phone Number: _____

Installation Date (MM/DD/YYYY): _____

Name of Facility: _____

Address of Facility: _____

City, State, Zip Code: _____

Contact Person: _____

Contact Person Phone Number: _____

Installation Date (MM/DD/YYYY): _____

Please note: If additional sheets are needed, please make copies

2019 Request for Proposal—*fully complete and return with proposal submission.*
Design-Build Electronic Data System and Message Board

Contractor/Firm/Company Name: _____

Street Address: _____

City _____ State _____ Zip Code _____

Contractor Authorized Employee—Contact Information:

Printed Name: _____ Signature _____

Job Title: _____

Phone Number: _____

Email: _____

Date: ____/____/____

All fees proposed below are good through May 31, 2020.

DESIGN OPTION #1:

Design and construction services to provide and install an electronic data system and message board structure for two (2) locations within 6 feet of existing electric source at each location.

Lump Sum cost not to exceed including labor, equipment, and material. \$ _____

DESIGN OPTION #2:

Design and construction services to provide and install an electronic data system and message board structure for two (2) locations within 6 feet of existing electric source at each location.

Lump Sum cost not to exceed including labor, equipment, and material. \$ _____
