CHAMPAIGN PARK DISTRICT

NOTICE FOR BIDS

Public notice is hereby given that the Champaign Park District (District) will receive sealed bids for all labor and materials to conduct waterslide repairs, including sealing and caulking, at the Sholem Aquatic Center in Champaign, IL, until 2:00 pm Central Standard Time on December 8th, 2026 at the District offices, located at 706 Kenwood Road, Champaign, IL 61821, (217) 819-3812 at which time such bids will be opened and publicly read aloud.

Bid packets will be available at the District's website bid tab (https://champaign-parks.org/bids-rfps) beginning November 16th, 2026 or by emailing Alexandra.kolar@champaignparks.org.

Bids are required to be submitted under a condition of irrevocability for a period of thirty (30) days after submission. The District reserves the right to reject any or all bids, waive any or all informalities in the bids, and determine the lowest responsible bidder.
The District encourages minority business firms to submit bids for the project. Bidders shall provide the services and materials in a good and workmanlike, professional and courteous manner. All bidders shall comply with provisions of the District Affirmative Action Ordinance and ensure that any subcontractor shall also comply therewith. Furthermore, all bidders shall comply with all federal, state, and local requirements pertaining to the Illinois Prevailing Wage Act, the Illinois Human Rights Act, equal opportunity regulations, and any other state or federal regulations applicable to the project and contract. All bidders are notified that the District will affirmatively assure that the contract will be awarded without discrimination on the grounds of race, color, religion, national origin, and any other protected class or characteristics, and no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity in violation of any applicable federal or state laws prohibiting such discrimination.

CHAMPAIGN
PARK DISTRICT

November 16th, 2026

Dear Potential Bidder:

The Champaign Park District is requesting bids for all labor, materials, and equipment to complete waterslide repairs, including sealing and caulking, at the Sholem Aquatic Center at 2205 Sangamon Dr in Champaign, IL. Enclosed is a copy of the bid information.

Sealed bids shall be delivered or mailed to Ally Kolar, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 by **2:00 pm prevailing time on Tuesday, December 8th, 2026.** Sealed bid packets shall be clearly marked with the words: "**Bid Document: SHOLEM WATERSLIDE REPAIRS**", along with the bidder's name and address, on the outside of the envelope.

When submitting your sealed bid, please make sure to enclose the following:

1. Bid Forms (page 8-9)
2. Commitment to Engage in Affirmative Action Practices (page 10)
3. Affirmative Action Contractor's Compliance Report (page 11-12)

If you have any questions regarding the areas, or any of the enclosed information please contact me at 217-819-3812, 7:30 a.m. to 4:00 p.m., weekdays, or alexandra.kolar@champaignparks.org

Sincerely,

Ally Kolar
Construction Project Manager

Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821-4112
217.398.2550 Phone
217.355.8421 Fax
www.champaignparks.org

Park Commissioners
Craig W. Hays
Barbara J. Kuhl
Tyler R. Rouse
Jane L. Solon
Michael R. Somers

Officers
Marguerite Bailey, *Secretary*
Guy C. Hall, *Attorney*
Donna K. Lawson, *Treasurer*
Sarah Sandquist, *Executive Director*

Our mission is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

SECTION I. INSTRUCTIONS TO BIDDERS

1.01 Invitation to Bid: The Champaign Park District is requesting bids from contractor(s) to furnish all labor, material, supplies and equipment to complete waterslide repairs, including sealing and caulking, at the Sholem Aquatic Center at 2205 Sangamon Dr in Champaign, IL.

1.02 Due Date: Sealed bids shall be delivered or mailed to **Ally Kolar, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 2:00 pm** prevailing time on **Tuesday, December 8th, 2026,** at which time bids will be opened and publicly read. Facsimile copies and late bids will not be accepted.

1.03 **Pre-Bidders Conference: A non-mandatory pre-bidders conference will be held on Thursday, November 19th, 2026 at 9 am at the Sholem Aquatic Center located at 2205 Sangamon Dr, Champaign, Illinois 61821 (meet outside the main bathhouse patron entrance).** The purpose of the pre-bid conference is to provide a structured and formal opportunity for the District to accept questions from potential bidders on the bid documents as well as clarify the contents of the Bid. Any major revisions to the Bid as a result of the pre-bid conference, or answers to deferred questions, shall be made in the form of a written addendum to the original Bid.

1.04 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions, specifications and requirements of work to be completed. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.

1.05 Submission of Bid: All bids shall be submitted on the **Bid Forms (Pages 8-9)** and accompanied by requested information including the **Champaign Park District Commitment to Engage in Affirmative Action Practices forms (Pages 10-12**). All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in an envelope sealed and clearly marked with the words: "**BID DOCUMENT: SHOLEM WATERSLIDE REPAIRS**." The bidder shall put their name and address on the outside of the envelope.

The Champaign Park District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.

1.06 Site Visits: It shall be the sole responsibility of the bidder to inspect the location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid shall be considered evidence that the bidder has familiarized himself/herself with the nature and extent of the work, and the equipment, materials and labor required.

1.07 Awards Criteria: Award will be to the lowest priced, responsible bidder if all other requirements are satisfactorily met**.** Bidder must include three (3) commercial references of comparable nature to location bid on. The Champaign Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent and experienced in the class of work and whose bid is deemed to be advantageous to the interests of the Champaign Park District.

1.08 Rejection of Bids: The Park District reserves the right to reject any, all, or any part of a bid, and waive any or all irregularities and select the bid that is in its best interest. The Park District

reserves the right to reject the bid of any bidder who previously failed to perform adequately for the Park District or any other governmental agency or company.

1.09 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.

1.10 Inquiries: Questions and comments regarding this solicitation should be directed to the **Ally Kolar, Construction Project Manager** at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois 61821 or by emailing Alexandra.kolar@champaignparks.org or by calling **217-819-3812**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding. Inquiries must be received by **3 pm on Thursday, December 3rd, 2026.** Written responses to questions or bid addenda will be posted to the Champaign Park District "Bids & RFPs" web page by **4 pm prevailing time on Friday, December 4th, 2026.** It is the bidders' responsibility to check for bid addenda and written responses to questions.

SECTION II. TERMS AND CONDITIONS

2.01 Definitions: *Owner* shall mean the Champaign Park District. *Contractor* shall mean party of the second part to this contract, acting directly or through his or its legal representative(s) or agent(s). *Subcontractor* shall mean persons, firms or corporations having a direct contract with the contractor, and those who contract to furnish labor or labor and materials at the site of the project.

2.02 Contract Documents: The contract entered into by the parties shall consist of the Instructions to Bidder, Terms and Conditions, Specifications, and Fence Repair Bid Forms including all modifications thereof, and a purchase order, if applicable, requiring signatures of the Champaign Park District and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.03 Payments: Contractor shall submit invoice to the District by the 1 st Friday of the month. Invoice must include the Purchase Order number. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.

2.04 Taxes: The District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.

2.05 Cancellation/Termination: The Park District may cancel this contract for convenience by providing thirty (30) calendar days advance notice to the contractor.

The Park District may cancel this contract for cause (i.e., fails to meet deadlines, fails to provide agreed upon service, etc.) at any time by giving one week's written notice to the contractor. The termination of the contract will be issued only after the District deems that the contractor has failed to remedy the problem after being forewarned.

The Contractor may cancel this contract for convenience or cause by providing thirty (30) calendar days advance notice to the District.

2.06 Compliance or Deviation to Specifications: Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving

in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.

2.07 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations and other Federal and State of Illinois regulations and guidelines applicable to the contract.

2.08 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of the Park District, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Director of Operations or the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner. Any subcontractor assigned must meet the same requirements as the Contractor awarded the bid.

2.09 Independent Contractor: The contractor acknowledges and agrees that the Contractor is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, the Contractor will not act contrary to the policies of the Park District. The Contractor understands and fully agrees that the Contractor will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be the Contractor's sole responsibility and not that of the Park District. It is also understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, the Contractor will be solely responsible for the Contractor's own acts or omissions, and those of the Contractor's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless the Contractor, or the Contractor's employees and agents, if any, in matters of liability.

2.10 Indemnification: Contractor shall indemnify and hold harmless District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement.

2.11 Insurance: The Contractor shall purchase and maintain such insurance as will protect him/her from claims under worker's compensation acts and from claims or damages because of bodily injury, including death, and all property damage, including without limitation, which might arise during operations under this contract, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by either of them**.** After award of bids by the Park Board of Commissioners at their Regular Board Meeting, **Contractor shall provide a Certificate of Insurance.** Each sequential year of this contract the insurance requirements must be turned in for same time period corresponding to the dates above. Failure to do so will result in

loss of the contract, which will be awarded to the next lowest responsible bidder. Contractor shall maintain minimum limits of insurance no less than:

(a) Workman's Compensation as required by statute and Employers Liability Insurance: Employers Liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.
(b) General Liability: a limit of not less than $2,000,000 each occurrence
(c) Automobile Liability: limit of not less than $2,000,0000 each accident

Failure to maintain the required insurance may result in termination of this Contract.

2.12 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid, certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

2.13 Sexual Harassment Policy: Contractor certifies that it has a written sexual harassment policy that includes the following information:

a. The illegality of sexual harassment.
b. The definition of sexual harassment under State Law.
c. A description of sexual harassment utilizing examples.
d. The Contractors internal complaint process including penalties.
e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
f. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.

A copy of the policies shall be provided to the District upon request.

2.14 Protest: If bidder objects to any provision of the bid, believes the District improperly rejected your offer, or believes the selected offer is not in the Champaign Park District's best interests, bidder may submit a written protest to the Executive Director within five (5) days after the opening. Owner will consider only written protests that are properly and timely filed with the District. Owner will issue a written decision and that decision is final.

2.15 Bid Security: Each bid must be accompanied by a certified cashier's check, certified check, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the total bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executes the contract, or, if no award has been made within thirty (30) days after the date for the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his/her bid.

SECTION III. GENERAL INFORMATION

3.1 Contractor shall provide all labor, materials, equipment and supervision to perform work installation of Sholem Aquatic Center waterslide repairs, including caulking and resealing.

3.2 Scope is dictated in attached Exhibit A.

3.3 Contractor shall provide typical warranty materials and workmanship from date of substantial completion.

3.4 Contractor shall provide one lump sum cost value for work performed and pricing for Alternate #1 and Alternate #2 as specified.

3.5 Provide qualifications portfolio. Contractor shall provide list of at least (3) projects of comparable scope, including a detailed description of scope, photographs of completed work, and layout drawing.

3.6 Final payment will be made after completion and acceptance of the project by the Construction Project Manager.

SECTION IV: SPECIFICATIONS

4.01 It is the responsibility of each bidder to view each site. Bid prices in response to this solicitation shall be firm for the full term of the contract. Contract bid areas are as defined on the attached Exhibit A included in the bid package

4.02 Contractor shall attend a preconstruction kickoff meeting with the CPD project manager and provide a project schedule.

4.03 Notice to proceed granted following project approval at CPD Board meeting following 1/13/2027.

4.04 Substantial completion of installation work to be completed by 4/30/2026.

4.05 Contractor work shall be turnkey with no further work required by CPD.

4.06 Contractor shall protect surroundings of pool from any damage during performance of work and shall be responsible for repairing any impacted property not in scope.

4.07 Scope includes entirety of slides, from entry tub to termination into pool.

4.08 Plunge pool blue enclosed body slide is 190’ long and has a 32” diameter.

4.09 Lazy River raft slide is 160’ long with a 7’ diameter and 3’ depth.

4.10 Perform for the Plunge Pool blue enclosed body slide:

- Interior Slide Work
  - Clean and prepare the inside slide surface to provide proper profile for new product.
  - Apply clear, chlorine resistant permanent wet-look gel coat sealer minimum 18 mils to finish riding surface to match existing color and achieve consistent appearance.
  - Remove existing caulk from seams that have deteriorated or otherwise considered lacking and replace with newly caulked seams.
  - Ensure all final work provides a smooth, level riding surface.
- Exterior Slide Work
  - Clean and prepare exterior slide surface to provide proper profile for new product.
  - Caulk seams from exterior side that have deteriorated or otherwise considered lacking and/or fill voided areas.
  - Apply new coatings to reseal exterior slide surface to match existing color and achieve consistent appearance.
  - Tighten all bolts and replace any inferior bolts.

4.11 Perform for the Lazy River blue raft slide:

- Interior Slide Work
  - Clean and prepare the inside slide surface to provide proper profile for new product.
  - Remove existing caulk from seams that have deteriorated or otherwise considered lacking and replace with newly caulked seams.
  - Repair specified damage called out in Exhibit A near top of slide landing.

4.12 Provide Alternate Pricing (No.1) – Lazy River blue raft slide:

- Interior Slide Work
    - Apply clear, chlorine resistant permanent wet-look gel coat sealer minimum 18 mils to reseal and finish riding surfaces and achieve consistent appearance.
    - Ensure all final work provides a smooth, level riding surface.
    - Treat and clean other rust stains found throughout interior slide surface.

4.13 Provide Alternate Pricing (No.2) – Plunge Pool blue body slide:

- Clean and prepare steel structural beams that support the slide to provide proper profile for new product.
- Repaint steel to match existing color.

BID FORMS

TOTAL BASE BID COST: _____

ALTERNATE #1 COST: _____

ALTERNATE #2 COST: _____

Insurance Statement: By signing the bid documents, bidder hereby certifies that the bidder has reviewed and understands the insurance coverage requirements specified in the Bid specifications.

I hereby certify that I am duly authorized to sign as a representative for the contractor submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the items detailed in this bid.

Signed this _____ day of _____, 20___.

SUBMITTED BY:

_____
Company

_____
Address

_____
Phone Fax

_____
Cell

_____
Email

_____
Authorized Agent (print or type)

_____
Signature of Authorized Agent

FIN or SS # _____

References: Please provide a list of three (3) references including contact person, company name, address, phone number and a brief scope of work below:

Name: _____ Phone #: _____
Company_____
Address _____
Scope of Work: _____
_____

Name: _____ Phone #: _____
Company_____
Address _____
Scope of Work: _____
_____

Name: _____ Phone #: _____
Company_____
Address _____
Scope of Work: _____
_____

SECTION V: COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of _____ *(name of company)* that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, sex, age or disability.

All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request written evidence of the effectiveness of the above-required practices, policies and goals.

C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.

D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.

E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with who he/she contracts with in the amount of $5,000.00/Sub-Contract or $1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

_____ _____

Signature of Authorized Agent Date

_____ _____

Title Telephone Number

All information provided the Champaign Park District will be held in strictest confidence.

SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: _____

   _____

   Telephone: _____ Fax: _____

   Federal employer's identification number: _____

2. In what capacity would the company do business with the Park District?
   ☐ Contractor ☐ Sub-contractor ☐ Vendor ☐ Supplier ☐ Other _____

3. Major activity of company (principle product or service). _____

   _____

   _____

4. Is the company presently pre-qualified to do business with the Park District or other local and/or state government?
   ☐ Yes ☐ No *If yes with what agency(ies)?* _____

   During the last 12 months has the company performed business with any governmental agency federal, state, county, municipal, school districts, etc.)?
   ☐ Yes ☐ No *If yes with what agency(ies)?* _____

Part II: Policies and Practices

A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, national origin or ancestry, age or disability? ☐ Yes ☐ No

B. Has the company developed a written affirmative action policy?
   ☐ Yes ☐ No *If yes, a copy of the policy shall be provided to the District upon request.*

C. Does the company have an affirmative action officer or person responsible for affirmative action?
   ☐ Yes *If yes please complete.* ☐ No

   Name: _____

   Title: _____

   Telephone: _____

C. Does the company have bargaining agreements with employee organizations?
   ☐ Yes ☐ No

   If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program? ☐ Yes ☐ No

Comments: _____

_____

_____

SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT *(CONTINUED)*

E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? ☐ Yes ☐ No

Comments: _____

_____

_____

Part III: Personnel Inventory

Occupations	White		Black		Hispanic		Other	
	Male	*Female*	*Male*	*Female*	*Male*	*Female*	*Male*	*Female*
Officials & Managers								
Professionals								
Technical								
Sales Workers								
Office & Clerical								
Crafts (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								
Apprentices (blue collar)								
On the job trainees (blue collar)								
On the job trainees (white collar)								
Totals								

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

Above employee figures were obtained from: ☐ Visual check ☐ Employment records

_____ _____

Signature of Authorized Agent Date

_____ _____

Title Telephone Number

CHAMPAIGN PARK DISTRICT CONTRACTOR AGREEMENT

This Agreement (hereafter called, "Agreement") made and effective as of _____ ___, 2027 by and between the CHAMPAIGN PARK DISTRICT, a municipal corporation of the State of Illinois, located at 706 Kenwood Road, Champaign, IL 61821 (hereafter referred to as,"Owner"), and _____,. a _____ corporation (hereafter referred to as, ("Contractor"), located at _____, and individually or collectively referred to as "Party" or "Parties", as the case may be.

TERMS AND CONDITIONS

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain construction work and other duties in strict accordance with the following terms and conditions (collectively the "Work"), and, subject to the terms and conditions of this Agreement, the Owner shall pay for such performance of the Work. In consideration of these terms and conditions and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, the Parties agree as follows:

1. **Project.** Contractor shall perform all Work required for waterslide repairs, including sealing and caulking, at the Sholem Aquatic Center, located at 2205 Sangamon Dr, Champaign, Illinois (the "Project"). Contractor shall undertake the Project and perform all Work and other duties in strict accordance with the "Contract Documents," which consist of this Agreement, the Scope of Work, and Specifications attached to this Agreement as Exhibit A.

2. **Contractor's Performance.** Contractor shall perform all Work utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by Owner that is not included in the scope of Work provided in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees.

a. Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously at such a rate of progress and with an adequate work force as shall ensure the completion of the Work in accordance with the Contract Documents by the Final Completion date. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality. Contractor shall promptly notify the Owner immediately in writing: (i) of any information required from the Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Owner or required for the Project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the Project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors who need such documents or information to perform the Work and complete the Project.

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

c. Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction shall be assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all utilities prior to the start of construction

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and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged shall be paid for by the Contractor.

d. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Owner of the condition in writing. The Owner shall then issue written directions. Contractor shall not proceed with the Work until the Owner has issued written directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Owner.

e. Contractor acknowledges and agrees that neither Contractor nor anyone with whom it may hire as an employee or independent contractor is an employee of the Owner, and are not entitled to any benefits or protections afforded employees of the Owner, nor controlled as employees of the Owner. Nevertheless, Contractor, its employees and independent contracts shall not act contrary to the policies of the Owner. Contractor understands and agrees that Contractor shall not be insured under provisions of the unemployment compensation insurance of the Owner or the workers' compensation insurance of the Owner, and that any injury or property damage in connection with the work performed shall be Contractor's sole responsibility and not that of the Owner. It is also understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Owner and, therefore, Contractor shall be solely responsible for Contractor's own acts or omissions, and those of Contractor's employees, contractors, and agents, if any. The Owner shall not in any manner whatsoever be obligated to defend, indemnify or hold harmless Contractor, or Contractor's employees and agents, if any, in matters of liability.

f. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, contractors, and agents, if any, employed by Contractor.

3. **Correction of Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. If the Contractor fails to correct nonconforming Work within a reasonable time as determined in the sole reasonable discretion of Owner, the Owner may correct it as provided for herein.

4. **Substantial Completion.** Contractor shall cause all Work required by the Contract Documents to be substantially completed by 4/30/2027 ("Substantial Completion"). "Substantial Completion" means that the Owner can occupy and fully utilize the completed Project for its intended use, and that all warranties, manuals, instructions, certifications, reports, record or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the Owner; and that the only remaining Work is minor cosmetic work that does not interfere with the Owner's operations (the "Punch List Work"). The Contractor shall complete the Punch List Work within ten (10) days after the date of Substantial Completion. Time is of the essence under this Agreement.

5. **Materials.** All materials incorporated into the Work shall be new and of high quality. Contractor shall follow all manufacturer=s instructions and recommendations. If requested by Owner or otherwise required by the Contract Documents, Contractor shall, before purchase of such material, submit to Owner for Owner=s review, and in a format acceptable to Owner, all product data, literature, and shop drawings.

6. **Differing Site Conditions.** If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Owner of the condition in writing. The Owner shall then issue directions. The contract time and contract price may be equitably adjusted if necessitated by such directions of the Owner. However, prompt written notice by the Contractor of the condition, followed by written directions from the Owner, shall be conditions precedent to such adjustments.

7. **Changes in the Work.** The Owner, without invalidating the Contract, may order changes in the

Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

8. **Contractor's Compensation.** Owner shall pay Contractor the sum of [INSERT AMOUNT OF CONTRACT] for Work properly performed under this Agreement. In the event conditions arise which Contractor believe warrant a change in compensation, Contractor shall notify Owner of such conditions in writing to request approval of additional compensation. Contractor shall not be entitled to any additional compensation unless previously approved by Owner in writing.

[THIS SECTION IS OPTIONAL] The Contractor's Compensation includes an allowance for [INSERT AMOUNT OF ALLOWANCE] for installation of materials. Use of the allowance is subject to the written pre-approval of the Owner. Such allowance shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes (if any), less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for the stated allowance amounts shall be included and deemed part of the Contract Sum. In the event of a change order, the amount of the change order shall reflect the difference between actual costs and the allowances under this Section.

9. **Payments to the Contractor.** On a monthly basis during the progress of the Work, Contractor shall, by such day as the Owner may specify, submit monthly payment applications to the Owner reflecting on an itemized percentage basis of the Contract Sum the value of all Work completed in the previous month. Owner shall pay properly submitted pay applications within thirty (30) days after receipt. Such payments shall be made as a percentage of the Contract Sum which is equal to the percentage of completion of the Work, less retention of ten percent (10%). When the Work is fifty percent (50%) complete, the retention held by Owner shall be five percent (5%) until final completion of the Project, including the completion of all Punch List Work. Each monthly pay application shall be accompanied by lien waivers covering all lien rights, including lien rights related to the then-current pay period, and all lien rights arising from payments previously made by Owner. Owner may elect to receive from Contractor trailing lien waivers from Contractor's subcontractors. At least once per month or as otherwise required prior to final completion of the Work, the Contractor and each subcontractor shall submit to the Illinois Department of Labor certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

In the event the contract work has been awarded on a unit price bid basis, the form of each application shall follow the Bid Proposal Form, listing each item number, the total quantity of units completed to date of the estimate, the unit price and subtotal. The subtotal column shall be added to show the total cost of work completed to date, less ten (10%) percent to be withheld until the Contract is fifty percent (50%) complete, giving the total amount requested for payment. Until the Contract is fifty percent (50%) complete, previous applications for payment paid by the Owner shall be shown on each subsequent request and subtracted after the ten percent (10%) has been withheld.

After fifty percent (50%) of the Contract is complete, the subtotal column shall be added to show the total cost of work completed to date, less five percent (5%) to be withheld, giving the total amount requested for payment. After the Contract is fifty percent (50%) complete, previous applications for payment paid by the Owner shall be shown on each subsequent request and subtracted after the five percent (5%) has been withheld.

When issuing payment, Contractor and all subcontractors shall comply with the retainage limits as set forth in the Public Construction Bond Act, 30 ILCS 550/1 et seq.

In the event of any past due payment by Owner, such payment shall not bear interest in excess of the rate of twelve percent (12%) per annum pursuant to the Illinois Local Government Prompt Payment Act and this provision shall control regardless of any amendment, addendum, or exhibit to this Agreement.

10. **Defective Work and Guarantee.** All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by Owner for any Work later determined to be

defective shall not relieve Contractor of its obligation to correct defective Work. Contractor hereby warrants that all Work is and shall remain free from defect for two (2) years following Substantial Completion, and upon notice by the Owner, Contractor shall promptly correct such defects appearing within such two (2) year period. This warranty is in addition to any warranties that may be required by the Contract Documents, statutes of limitation under applicable law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against Contractor.

11. **Default.** In the event that either Party fails to comply with the terms of this Agreement, and cure such default within ten (10 days' written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement. Subject to section 12, any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination which shall survive such termination.

12. **Termination.** The Owner may terminate this Agreement at any time for convenience and without cause by written notice to the Contractor and the Owner shall pay the Contractor for Work properly completed to the date of termination. This Agreement may be terminated at any time by mutual agreement of the Parties and the Owner shall pay the Contractor for Work properly completed to the date of termination. This Agreement may be terminated by either Party for "cause" by giving ten (10) days' notice to the other Party in writing of such termination. For the purposes of this Agreement, "termination for cause" is defined as termination for breach or an intentional or willful violation of any of the provisions of this Agreement by a Party. The Party terminating this Agreement for cause shall specify in such writing the nature of the "cause" resulting in termination. In the event of termination for cause, Owner shall have no further obligation other than to make payments to Contractor for Work completed satisfactorily, and Contractor shall be liable to Owner for any increase in cost incurred by Owner in completing the Work. Regardless of whether Owner exercises its right to termination, Contractor hereby waives any and all claims for lost profits, and any for any other consequential or incidental damages arising because of a termination.

13. **Prevailing Wage Act.** The Contractor shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq*. This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, the Illinois Department of Labor's website is to be examined. All Contractors, subcontractors, and sub-subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements, notice, and record keeping duties.

14. **Person and Property Protection.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

15. **Liens.** If any liens or claims of lien are placed on the Work, property of Owner, or the funds designated for the Project, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify Owner for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and Owner shall have the right to withhold from payments due to the Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other costs and expenses that have been or may be incurred by Owner in connection with the resolution of such lien or claim of lien.

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16. **Insurance.** Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate together with property damage insurance of not less than $1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Owner. All insurance coverage provided by Contractor shall be primary insurance as to Owner. Any insurance or self-insurance maintained by Owner shall be in excess of Contractor's insurance and shall not contribute with it. The Owner, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements, extensions or riders necessary to assure coverage, together with such certificates of insurance which identify the required coverages. All liability insurance shall provide coverage on an "occurrence" basis and not on a "claims made" basis. Such policies shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Owner. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Owner to immediately terminate this Agreement with no further rights afforded Contractor At its option, Owner may continue such insurance at its cost and obtain reimbursement and repayment thereof from Contractor. In such event, Contractor shall pay the amount due within ten (10) days of payment by Owner. The Parties acknowledge that Contractor may from time to time change insurers; provided that, the Owner shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Contractor shall maintain worker's compensation insurance sufficient to satisfy all applicable state and/or federal laws and must show policy number on certificate of insurance if workman's compensation is provided. Contractor shall keep comprehensive automobile liability insurance with a bodily injury limit of $1,000,000 per person and $1,000,000 per accident. Such automobile liability insurance shall cover property damage of $500,000 each occurrence or combined single limit of $500,000. Contractor shall carry umbrella liability insurance with minimum limits of $5,000,000 in the aggregate.

17. **Performance and Payment Bond.** If the contract amount is in excess of $50,000, prior to performing the Work, Contractor shall provide the Owner with a Performance Bond and a Labor/Material Payment Bond in a form acceptable to the Owner for the full amount of the contract price.

18. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Owner, its commissioners, directors, officers, employees, agents, representatives, and volunteers from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Contractor, its employees, or its subcontractors, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Contractor. The Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp*., 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound. Owner shall not be obligated in any manner whatsoever to pay or reimburse Contractor's attorneys' fees and expenses and this provision shall control regardless of any amendment, addendum, or exhibit to this Agreement.

19. **Successors and Assigns.** Contractor shall not assign any rights, delegate, or subcontract any obligations or duties under this Agreement without the prior written consent of the Owner, and any attempted assignment, delegation or subcontracting without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

20. **Applicable Law and Venue.** This Agreement is governed by and shall be interpreted according to the laws of the State of Illinois, without application of its conflict of laws provisions. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. In the event of any claims or lawsuits regarding this Agreement, a state or federal court located in Champaign County, Illinois, shall be the venue for such claims or suits.

21. **Severability.** In the event any one or more of the provisions set forth in this Agreement shall be

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invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain in effect.

22. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

23. **Counterparts.** This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from any such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

24. **Digital Transmissions.** The Parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting Party agrees to provide the receiving Party with the original document transmitted digitally; however, the Parties agree that the failure of either Party to comply with such a request shall in no manner whatsoever affect the genuineness, authenticity, or enforceability of the document or this contract. Each Party waives and relinquishes as a defense to the formation or enforceability of any contract between the Parties, or provision thereof, the fact that a digital transmission was utilized.

25. **Notice.** All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective Party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or at such other place or address as the Parties shall provide to each other in writing.

Champaign Park District
Attn: Executive Director
706 Kenwood Road
Champaign, IL 61821

_____
_____
_____
_____
_____

26. **Force Majeure.** The Parties shall not be liable for, nor shall either of them be considered in breach of this Agreement due to, in whole or in part, any delay, failure or inability to perform the Services or other obligations under this Agreement as a result of a cause beyond its reasonable control, including, without limitation, any act of God or a public enemy or terrorist; any act, omission, or delay in action of any military, governmental, quasi-governmental, or regulatory authority or agency; any local, state, regional, or federal emergency; change in any law, rule, or regulation; any natural disaster or other like event; any epidemic or pandemic; any quarantine, self-quarantine, shelter-in-place, or like preventive measure issued or recommended by any governmental or quasi-governmental authority or agency; or any disruption or outage of communications, power or other utility. The time for performance required of the Parties (to the extent such delay, failure, or inability is reasonably curable by additional time) shall be extended by the period of such delay and in no event shall a Party be expected to expend or incur any additional costs or expenses beyond those reasonably anticipated at the commencement of this Agreement, nor shall the occurrence of the Force Majeure Event affect the obligation of a Party to pay money (or cause any third party to make payment of money on a Party's behalf) in a timely manner which matured prior to the occurrence of Force Majeure Event.

In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties,

pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Agreement, the contract time shall be extended for such reasonable time as the Owner may determine; provided that, such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be the Contractor's sole and exclusive remedy for delay.

27. **Representation of Authority.** Each person executing this Agreement represents that they are authorized to execute the Agreement. Each person executing this Agreement on behalf of any entity represents that they are authorized to execute this Agreement on behalf of such entity.

28. **Entire Agreement.** This Agreement and the Contract Documents and any exhibits or amendments represent the entire agreement between Contractor and Owner with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

29. **Time of the Essence.** Time is of the essence of this Agreement. It shall be binding upon the representatives, successors and permitted assigns of the Parties hereto.

WHEREOF, the Parties hereto have caused this Agreement to be executed and effective as of the date first above written.

Champaign Park District, **a municipal corporation**	**[CONTRACTOR]**
By: _____	By: _____
Its: _____	Its: _____

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EXHIBIT A – SCOPE OF WORK

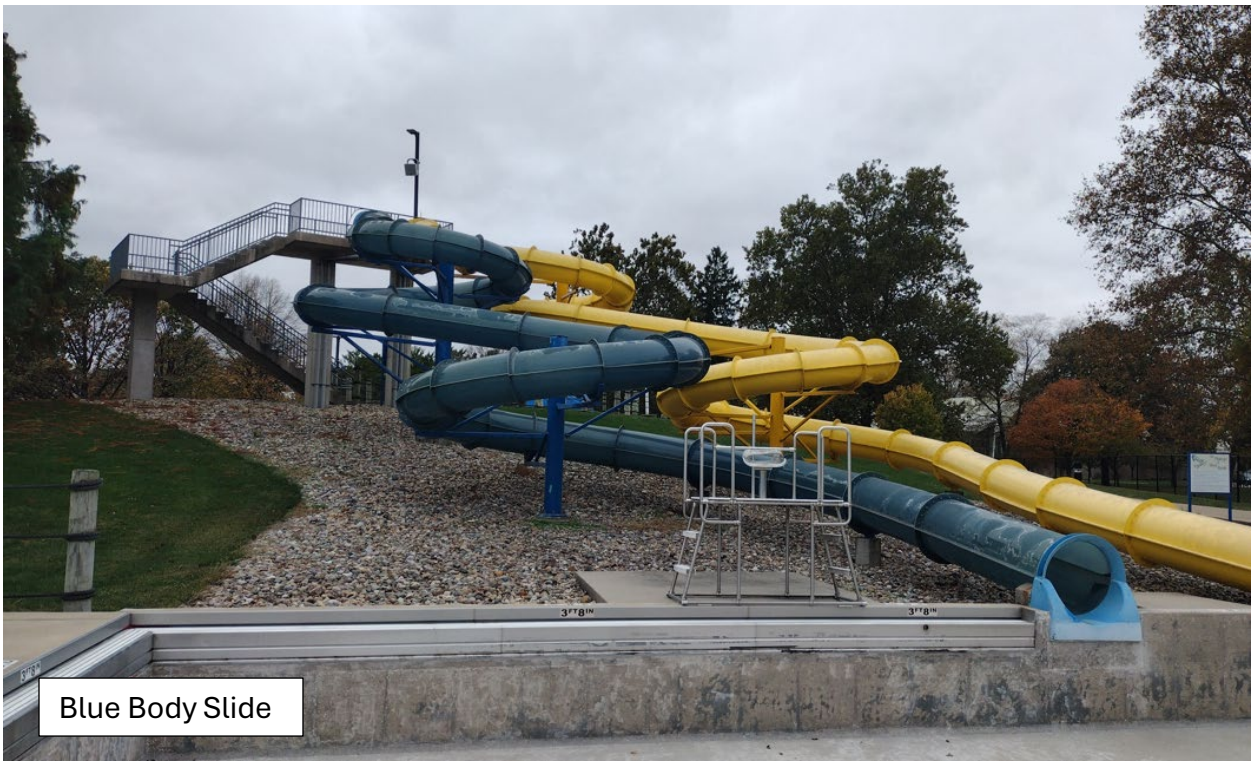
[INSERT]

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EXHIBIT A

SITE OVERVIEW







BLUE BODY SLIDE
















ALT 2 – repaint
structural steel


ALT 2 – repaint
structural steel





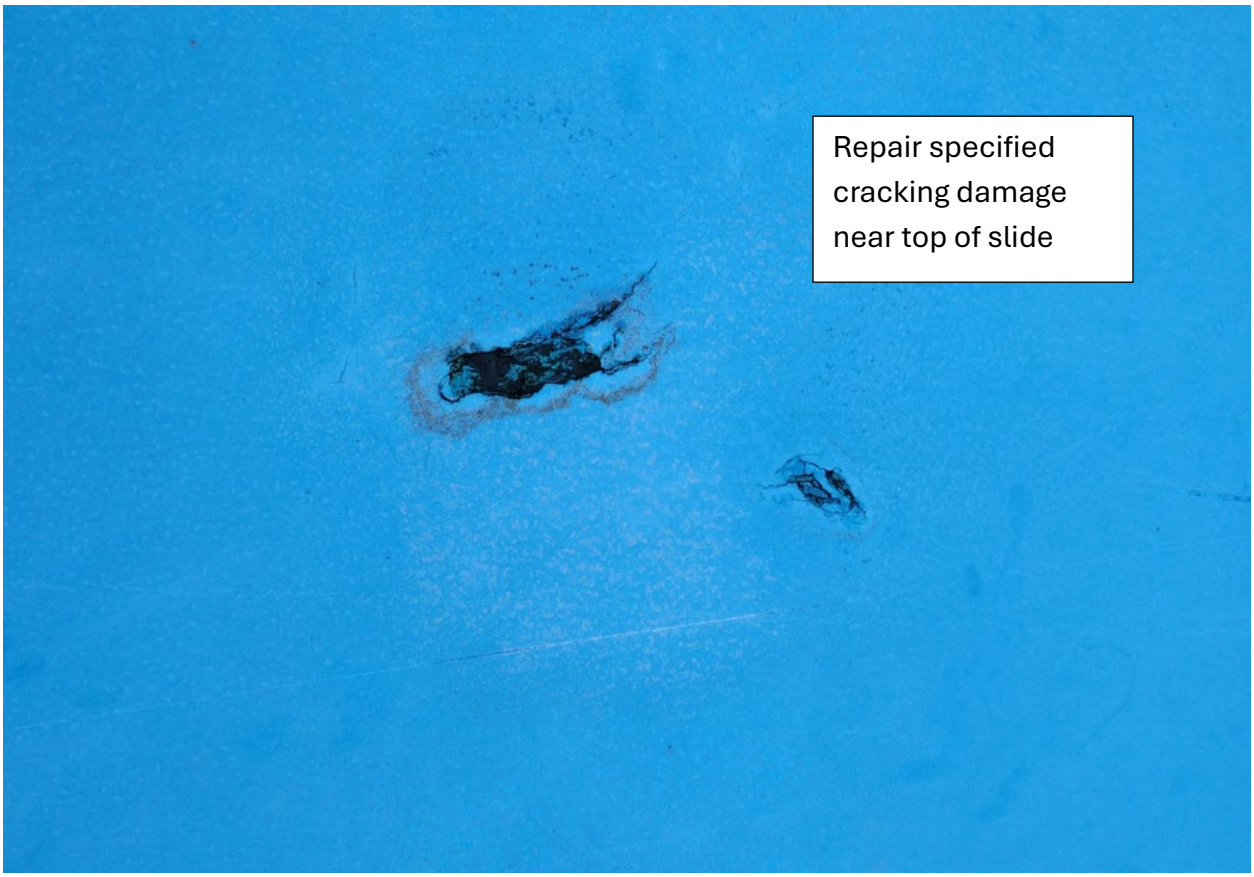
LAZY RIVER RAFT SLIDE










Repair specified
cracking damage
near top of slide
















Note: the red tape and black residue is debris from pool blasting project at the time site photos were taken, not slide damage