

Legal Notice
Invitation to Bid
Pleasant Dale Park District
7425 South Wolf Road
Burr Ridge, Illinois 60527

Sealed bids will be accepted by the Pleasant Dale Park District at its general office at the above listed address prior to 10:00 a.m. on April 5, 2022, for the repair and color coating of existing tennis and basketball courts. All bids must be submitted in an opaque sealed envelope marked "Repair and Color Coating of Tennis and Basketball Courts-2022" on the face of the envelope. Bids must be submitted during regular office hours. Instructions to Bidders and Specifications are available at the Park District office and online at www.pdparks.org/pages/project-bids. See Instructions to Bidders and Specifications for Prevailing Wage Act requirements applicable to the project. Bids will be opened on April 5, 2022, at 10:00 a.m., at the above listed address, pursuant to the direction of the Board of Park Commissioners of the Pleasant Dale Park District. The Pleasant Dale Park District reserves the right to reject any and all bids and to waive any requirements in the specifications.

Dated: March 17, 2022

Board of Park Commissioners

INSTRUCTIONS TO BIDDERS

1. OWNER/LOCATION

The Owner is:

Pleasant Dale Park District
7425 South Wolf Road
Burr Ridge, Illinois 60527

The work is to be performed at: Tennis and Basketball Courts, Wolf Road and 74th Street, Burr Ridge, Illinois.

2. SCOPE OF WORK

Repair and color coating of existing tennis and basketball courts. This work shall include the cleaning of existing surfaces, cleaning and filling of existing cracks with patch binder, level any surface irregularities, and the application of color coating surface system.

3. GENERAL

The Contractor shall supply all labor, transportation, apparatus, scaffolding, any tools necessary for the completion of the work, maintain and remove temporary equipment, and construct in excellent and workmanlike manner the complete work and everything properly incidental thereto as stated in the Contract Documents to set forth in detail every item necessary for the construction of this project. Contractor must be qualified for this work and must, without direction, furnish and install everything necessary to provide construction complete and in acceptable order ready for use without additional work. All areas of the work must be coordinated, complete, and ready to operate and delivered to the Owner in new condition.

Each Contractor shall coordinate his work with any and all other trades and Contractors on the site. The Contractor's work shall be performed in a timely fashion to meet the project time schedule for all work.

4. BIDDING DOCUMENTS

- a. Invitation to Bid
- b. Bid Form (Proposal)
- c. Bid Security
- d. Instructions to Bidders
- e. General Conditions
- f. Supplementary General Conditions
- g. Specifications.

5. CONTRACTOR REQUIREMENTS

All interested Bidders shall meet the following requirements in order to Bid this project:

- (a) Minimum bonding capacity by Contractor - \$2,000,000.00. The bonding company must be licensed in the State of Illinois.

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- (b) Minimum experience of three (3) years with performance of similar work at more than ten locations.
- (c) Contractors bidding the work shall have their own place of business, equipment, staff, manpower, etc., required for the type of work they are licensed to perform.
- (d) Contractor bidding the project shall have successfully completed similar size and scope projects during the last five years.
- (e) Contractor bidding the work shall provide the necessary financial information to the Owner when requested.
- (f) Bidders must submit with their bids descriptive literature of the items bid as well as a list of references and past projects.
- (g) Contractors bidding the work shall be able to meet the necessary insurance limits required by the Contract Documents. The insurance company shall be acceptable to the Owner (See supplementary general conditions for insurance).
- (h) The successful Contractor shall submit to the Owner a list of subcontractors (if using) not listed on his Bid Form for review and approval by the Owner within three (3) days after being notified that its Bid has been accepted.

6. PROPOSAL (BID) INSTRUCTIONS

6.1 GENERAL

All proposals must be submitted **IN DUPLICATE** on proposal forms included in Bid Documents, and shall be received in a sealed opaque envelope bearing the name of the Bidder with the following inscription:

“Repair and Color Coating of Existing Tennis and Basketball Courts-2022”

All Bids will be firm for a period of 30 days from the date of Bid Opening.

Bids will be received on or before April 5, 2022, no later than 10:00 a.m. No Bids will be accepted after this time, regardless of postmark dates on envelopes.

The bids shall be publicly opened at the following location on the following date and at the following time:

Place:	Pleasant Dale Park District 7425 South Wolf Road Burr Ridge, Illinois 60527
Date:	April 5, 2022
Time:	10:00 a.m.

6.2 PERMITS AND FEES

All permits, licenses, tap-on fees, tie-in fees, and any other fees shall be included in this Bid.

6.3 EXCEPTIONS

Any deviation, clarification or exception to these Bid Documents could be cause for rejection of your Bid. Under the State Bidding Laws, exceptions to the Bid could be cause for disqualification of the Bidder.

6.4 BID SECURITY

Bids shall be accompanied by a Bid Security, in the form of a Bid Bond, in the amount of 5% of the Proposal. Failure to submit the proper form and amount of Bid Security may result in rejection of the Bid.

6.5 CONFIRMATION OF ADDENDA

It is the responsibility of each Contractor to determine if any Addenda have been issued by contacting the Park District Office.

6.6 BIDDER’S RESPONSIBILITY FOR CONDITIONS OF WORK AT SITE

Each Bidder shall be knowledgeable of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered and all other relevant matters concerning the work to be performed; also, the Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter which such Bidder might have fully been informed of prior to the bidding.

6.7 TIME SCHEDULE

The Contractor is required to perform the work within the following schedule:

Start Date: April 25, 2022.
Substantial Completion Date: May 9, 2022.

7. PROJECT VISITATION SCHEDULE

Visitation to the site may be made during normal business hours by appointment. The Bidder shall contact: Matt Russian @ Telephone Number: (630) 662-6220

8. RESERVATION OF RIGHTS BY THE DISTRICT

The Owner reserves the right to reject any or all Bids, to waive irregularities, and to accept that Bid which is considered to be in the best interests of the Owner. Any such decision shall be considered final. The Owner reserves the right to set aside a Bid from a Contractor, who, in the Owner’s opinion, does not exhibit past experience equal to the size and scope of this project.

9. STATUTORY REQUIREMENTS

All applicable federal and state laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and will deem to be included in the contract the same as though written therein in full. This includes all current regulations with respect to paying the prevailing wages, including the submission of certified payroll records, and obtaining all necessary permits at the Contractor’s expense which shall be incorporated into this project. Additionally, Bidders should be aware that the contract will require compliance with the Americans with Disabilities Act (“ADA”), and all work performed shall comply with the ADA, including transitional areas between public sidewalks and the courts to be resurfaced.

Purchases of building materials for incorporation into this project are exempt from the Federal Excise Tax and the Illinois Retailer’s Occupation Tax and Use Tax (Sales Tax). The Bidder shall exclude such taxes from consideration in preparing its Bid.

10. NOTICE OF AWARD

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended Contractor by some officer or agent of the Owner authorized to give such notice. Such notice shall be in writing.

11. POST AWARD REQUIREMENTS

Within ten (10) days after receiving the Contract for signature, the Contractor must furnish the Owner with the following:

- a. Executed Agreement between Owner and Contractor;
- b. Performance Bond and Labor and Material Payment Bond or acceptable irrevocable bank letter of credit; and
- c. Certificate of Insurance.

12. CERTIFICATION OF COMPLIANCE WITH ARTICLE 33E OF THE CRIMINAL CODE OF 1961

By signing and submitting with the Bid Form, the Contractor certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.

13. GENERAL CONDITIONS

The General Conditions of this Contract are the AIA Document A201-2007, “General Conditions of the Contract for Construction,” 2007 Edition, as modified by the Supplementary General Conditions. The Document is hereby specifically made part of the Contract Documents with the same force and effect as though set forth in full.

The Contractor is directed to the Supplementary Conditions which modify the General Conditions.

14. SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201-2007:

- (a) Delete Article 11, Insurance and Bonds, in its entirety, replace with the following:

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, and for which the Contractor may be liable, whether such operations be by the Contractor or by a Sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers’ or workmen’s compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

11.1.2 The insurance required by Subsection 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the above, the insurance required by Section 11.1 shall be on an occurrence basis.

11.1.2.1 Such insurance shall be written to include the following coverages and for not less than the minimum limits indicated on the sample Certificate of Insurance included in these specifications or greater if required by law:

- .1 Worker’s compensation, Occupational Disease and Employer’s Liability Insurance:
 - A. State: (in which this contract is performed) – Statutory limits.

- B. Applicable Federal (if any) – Statutory limits.
- C. Employer’s Liability: Bodily Injury by Accident; Bodily Injury by Disease each employee; Bodily Injury by Disease policy limit.

.2 Commercial General Liability Insurance including as minimum coverages:

Premises – Operations Liability – Independent Contractor’s Protective Liability – Products and completed Operations Liability – Board Form Property Damage Endorsement – Blanket Contractual – Personal Injury, with Employment Exclusion deleted.

- A. Special Requirements:
 - i. Property Damage Liability Insurance will provide “X, C, and U” (Explosion, collapse and underground hazard) coverage as applicable.
 - ii. Products and completed Operations to be maintained for one (1) year after final payment. Damage to material, product or item of equipment itself shall be covered by an Installation Floater on a legal liability basis or by an extension of the manufacturer’s warranty.
 - iii. The term “caused by accident” if used in bodily injury coverage shall be replaced by the term “occurrence”.
 - iv. The term “caused by accident” if used in property damage coverage shall be replaced by the term “occurrence.”
 - v. The Owner shall be named as “additional insured” on the commercial general liability policy of the General Contractor and/or Subcontractor of any tier.

B. Limits of Liability:

General Liability: Commercial General Liability (ISO 1986 Simplified Form), Occurrence Basis.

Limits:	
General Aggregate	\$1,000,000
Products/Completed Ops Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 5,000

.3 Automobile Liability: Any Auto Owned by Contractor, hired autos, non-owned autos.

Limits:	\$1,000,000
Combined Single Limit	\$1,000,000

.4 Umbrella/Excess Liability Insurance: In addition to the insurance coverages set forth in the Contract Documents, the Contractor shall maintain an umbrella/excess liability policy with coverages for the same hazards as covered under the primary policies, including any special requirements.

11.1.3 Certificates of Insurance for the above coverages shall be submitted to the Owner for approval prior to the start of construction. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor's insurance shall cover the Owner, its agents, and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance, or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the "additional insured's" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Contractor's certificates shall be in duplicate on Acord 25-S Certificate of Insurance Form.

11.1.3.1 Certificate of insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Section 3.18 (Indemnification) and Subsections 3.18.1, 3.18.1.1, 3.18.2, 3.18.3, 3.18.4, and 3.18.5 of the General Conditions, and including the changes and addition made in those Subsections within these Supplemental General Conditions.

11.1.3.2 These Certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subsection 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's Liability Insurance unless specifically required by the Contract Documents.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the contractor and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.3.3 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents and the Labor and Material Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on AIA Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

11.3.4 In the event the contract amount is less than one hundred thousand (\$100,000) dollars, a non-diminishing irrevocable bank letter of credit may be substituted for the performance and payment bonds, provided that such letter of credit is acceptable to the Owner.

11.4 MISCELLANEOUS REQUIREMENTS

11.4.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than “A” and financial ratings not lower than “XII” in the Best’s Insurance Guide, latest edition in effect as of the date of the Contract.

11.4.2 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. Each Subcontractor shall pay the premium cost and charges for such insurance.

11.4.3 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than stated in the requirements.

15. SPECIAL PROVISION FOR FAIR EMPLOYMENT

Equal Employment Opportunity Policies: For the entire duration of his work under the Contract, the Contractor shall conform to the federal and the state statutes on equal opportunity and fair employment.

16. SPECIAL PROVISIONS FOR PREDETERMINED PREVAILING WAGE

Contractor acknowledges and certifies the Project calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, and it agrees to fully comply with all provisions thereof, as amended, and to ensure compliance therewith from any subcontractor on the Project. The Contractor understands that the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in Cook County will govern this Project, and those rates, and any changes thereto, will be found at Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates>, and that no further or additional notification by the District as to the revised prevailing wage rates is expected or will be given to Contractor.

17. DRUG FREE WORKPLACE:

For the entire duration of his work under the Contract, the Contractor shall maintain a drug-free workplace.

The Contractor shall sign and submit, along with the Bid Form, a Contractor Drug Free Workplace Certification.

BID FORM

Date: _____

Bid to: Pleasant Dale Park District
7425 South Wolf Road
Burr Ridge, Illinois 60527

For: Repair and Color Coating of Existing Tennis and Basketball Courts-2022

Bidder Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

THE UNDERSIGNED BIDDER:

1. Acknowledges receipt of:
 - A. Specifications
 - B. Instructions to Bidders
2. Has examined the site and all bidding documents.
3. Agrees:
 - A. To hold this bid open until 30 calendar days after bid opening date.
 - B. To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:
 1. Furnish insurance and bonds as required by the bidding documents.
 2. Accomplish the work in accordance with the contract.

3. Begin the work on or about: _____.
4. Substantially complete the work within the time allowed by the bidding documents.

BASE BID: The bidder agrees to perform all work, exclusive of alternate bids, as set forth in the bidding documents, for the sum of:

_____ DOLLARS (\$ _____)

REPRESENTATIONS AND CERTIFICATIONS. The bidder, by the execution of this bid form, makes the following representations and certifications as a part of his bid on the project identified in the bid form.

1. **AVAILABILITY.** The number and amount of other contracts and awards pending which I am or will become obligated to perform, now and during the course of my work on this project, will not interfere with or hinder the timely prosecution of my work.
2. **INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

RESPECTFULLY SUBMITTED this _____ day of _____, 2022.

Contractor Firm Name: _____

Corporation L.L.C Partnership Sole Proprietor

Signature of Bidder: _____

Name of Individual: _____

Title: _____

SPECIFICATIONS FOR THE REPAIR AND COLOR COATING OF EXISTING TENNIS AND BASKETBALL COURTS-2022 FOR THE PLEASANT DALE PARK DISTRICT

Overview

The Pleasant Dale Park District seeks bids for the restoration of the tennis and basketball courts, located at 74th Street and Wolf Road, Burr Ridge, Illinois. Bids shall include all costs, including labor, materials and bonds.

1.0 GENERAL

1.01. SECTION INCLUDES

- A. Preparation
- B. Crack Filling
- C. Court Depressions
- D. Color System

1.02. EXECUTION

- A. Work Included: The contractor shall provide labor, materials and all necessary accessory items for the repair/restoration of three (3) tennis courts and two (2) basketball court areas specified herein for the Pleasant Dale Park District. Please refer to Exhibit A to this document for additional details.
- B. Quality Assurance: The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials specified.
- C. Submittal: Prior to commencement of the work, the contractor shall provide samples and documentation necessary to confirm compliance with specified materials.
- D. Cleaning: Contractor shall recover and remove all excess materials from the job site.

1.3. RUBBISH

At the completion of this work, remove all cartons, rubbish, or any other accumulated materials caused by this work and leave the premises in a clean and acceptable condition.

1.4. WARRANTY

- A. Contractor shall provide a two-year warranty for defects in workmanship related to the restoration of the tennis and basketball court areas.

2.0 PRODUCTS

2.01 ARMOR Crack Repair for Tennis Courts (or approved equal)

- A. <https://www.armorcrackrepair.com/>

2.02 COLOR SYSTEM, CRACK PATCH, & LEVELING MATERIAL (or approved equal)

A. ELITE SPORT COATING SYSTEM

U.S. Tennis Court Construction Co.
204 Industrial Drive
Lockport, IL 60441
815-588-3700

3.0 EXECUTION

3.01 PREPARATION

- A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using a scraper and power blower. Cracks with vegetation shall be treated with herbicide.
- B. Cracks shall be routed out with a crack router and filled with acrylic patch binder.
- C. Areas that have been affected by standing water shall be pressure washed, or sanded, then primed prior to applying leveling compound.
- D. Entire surface washing with a 2500+ psi deck pressure washing unit or Hydro-Jet-blaster may be required. Visit site to determine method.

3.02 CRACK FILLING

- A. Cracks shall be filled from bottom to top with acrylic patch binder patch mix (special care shall be taken to assure that the void below the crack is completely filled). Prior to surface application repairs shall be sanded smooth.
- B. Pre-coat with textured acrylic resurfacer until blended with surrounding area.

3.03 COURT DEPRESSIONS

- A. Court surface shall be flooded with water. Any ponding or "birdbaths" remaining after 1 hour at 70 degrees F in sunlight which cover a five cent piece (American Coin) shall be patched and leveled with acrylic surface manufacture's recommended leveling compound.
- B. Repeat flood and leveling until low areas are within ASBA (American Sports Builders Association) tolerance.
- C. Pre-coat with textured acrylic resurfacer until blended with surrounding area.

3.04 COLOR SYSTEM

- A. The color finish shall be **ELITE SPORT COATING SYSTEM, SPORTMASTER** or approved equal. This system includes the following:

1. RESURFACER

- a. Two (2) coats of textured resurfacer shall be applied to the entire court area in order to provide uniform and even surface.

NOTE: Strictly follow manufacturer's recommended mix & dilution rates.

2. COLOR

- a. Color and placement shall be determined by owner. Placement will be verified with the owner prior to applications.

3. COLOR FINISH

- a. Two (2) coats of sand filled acrylic color shall be applied to the entire court surface.
- b. The second coat shall be applied upon thorough drying of first coat.

NOTE: Strictly follow manufacturer's recommended mix & dilution rates.

4. PLAYING LINES

- a. Lines shall be taped in order to assure razor sharp edges prior to painting.
- b. The middle and eastern-most tennis courts (Courts 2 & 3) will be lined with pickle ball lines as well as tennis lines.
- c. Two (2) coats of acrylic line paint shall be applied accurately and in accordance with the ASBA guidelines.

END OF SECTION

Exhibit A-Tennis & Basketball Courts

Tennis Courts

- 1 Tennis Court 1
- 2 Tennis Court 2
- 3 Tennis Court 3

