

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Request for Bid: The Champaign Park District is requesting bids for **Overlay resurfacing of the Morrissey Outdoor Tennis Courts at Morrissey Park, 1209 Harrington Dr., Champaign, IL 61822.**
- 1.02 Definition of Parties: The Champaign Park District will hereinafter be referred to as the "District." Respondents to the Request for Bids shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.03 Due Date: Sealed bids shall be delivered or mailed to **Daniel Olson, Director of Operations, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, no later than 2:00 pm prevailing time on Aug. 29, 2019** at which time bids will be opened and publicly read aloud. Late bids, emailed bids and facsimile copies will not be accepted.
- 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, and specifications. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.
- 1.05 Pre-Bid Meeting: A pre-bid meeting will be held at **11:00 am prevailing time on Wed. Aug. 21, 2019** at the **Morrissey Park, 1209 Harrington Dr., Champaign, IL 61822.**
- 1.06 Submission of Bid: All bids shall be submitted on the Bid Forms and accompanied by requested information including the Champaign Park District Commitment to Engage in Affirmative Action Practices forms. 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: "**SEALED BID: MORRISSEY OUTDOOR TENNIS COURT OVERLAY**". The bidder shall put their name and address on the outside of the envelope.
- The District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.
- 1.07 Award: The District will award this bid to the lowest responsible bidder if all other requirements are satisfactorily met. The District reserves the right to reject any and all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the District. The District reserves the right to waiver minor irregularities and technicalities. A bid may be rejected if it is in any way incomplete or irregular. Where there are tie bids, there shall be a preference for "in state-bidders".
- 1.08 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.
- 1.09 Inquiries: Questions and comments regarding this solicitation should be directed to **Daniel Olson, Director of Operations**, at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois 61821

or by calling **217 819 3812** or by email at **dan.olson@champaignparks.com**. 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 **4:00 p.m., Friday, Aug. 23, 2019**. Written responses to questions or bid addenda will be posted to the Champaign Park District "Bids & RFPs" web page by **5:00 p.m., Tuesday, Aug. 27, 2019**. It is the bidders' responsibility to check for bid addenda and written responses to questions.

- 1.10 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 to Specifications", 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.
- 1.11 Compliance with Ordinances and Statutes and Notice of Special Conditions: Each bidder shall comply with all Federal, State, and Local statutory requirements pertaining to prevailing wages, Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations and other regulations and guidelines applicable to the contract.
- 1.12 Bid Bond: Bidder must submit as a bid surety a bid bond equal to 10% of the construction contract as a proposal guarantee in conformity with Illinois Statutes.
- 1.13 Performance Bond: The successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the construction contract awarded and payment of all obligations thereunder. Bond form shall be A1A-311 or equivalent acceptable to the District. Failure to supply required bonds within ten (10) days after the bid acceptance, or within such extended period as the District may grant, shall constitute a default, and the District may award the contract to the next responsible bidder or elect to re-advertise the bid. A defaulting bidder may be deemed liable for the difference between the bid originally accepted and that amount for which an award is subsequently executed.

SECTION II. TERMS AND CONDITIONS

- 2.01 Payments: Contractor shall submit invoice to the District (Attn: Daniel Olson) by the 1st Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month. Invoices must include District issued purchase order number.
- 2.02 Taxes: The District is exempt from any taxes by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.03 Assignment and Subcontractors: The Contractor shall not assign this contract or any part thereof without written consent of Owner, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Executive Director. Nothing contained in the contract documents shall create contractual relationship between any subcontractor and Owner.
- 2.04 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 (bid rigging or bid rotating).

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- 2.05 Protest: If bidder objects to any provision of the bid, believes it improperly rejected your offer, or believes the selected offer is not in the District's best interests, bidder may submit a written protest within five (5) days after the opening. The District will consider only written protests that are properly and timely filed with the District. The District will issue a written decision and that decision is final.
- 2.06 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 District. All insurance coverage provided by Contractor shall be primary insurance as to District. Any insurance or self-insurance maintained by District shall be in excess of Contractor's insurance and shall not contribute with it. The District, 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 extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the District to immediately terminate this Agreement with no further rights afforded Contractor. At its option, District 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 District. The Parties acknowledge that Contractor may from time to time change insurers; provided that, the District 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 in effect at its sole expense the following insurance applicable to the work performed hereunder:

- (a) Workers' Compensation:
- State Statutory
 - Applicable Federal Statutory
 - Must show policy number on certificate of insurance if workman's compensation is provided.
- (b) Comprehensive General Liability:
- General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
 - Property Damage: \$1,000,000 each occurrence
 - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.
- (c) Contractual Liability (Hold Harmless Coverage):
- Bodily Injury: \$1,000,000
 - Property Damage: \$1,000,000 each occurrence
 - Annual Aggregate: \$2,000,000 each occurrence
- (c) Comprehensive Automobile Liability:

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- Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per CONTRACTOR
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(d) Umbrella Liability:

- \$5,000,000 each occurrence

The District, its commissioners, officers, employees, agents, representatives, and volunteers are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

Prior to beginning work, Contractor shall furnish the District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to District prior to cancellation or material change of any insurance referred to therein. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the District at its sole discretion. All insurance coverage provided by the Contractor shall be primary coverage as to the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's and shall not contribute to it.

2.07 Indemnification: Contractor shall indemnify, defend and hold harmless the District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against District that arises solely from an act, failure or omission on the part of Contractor or any of its trustees, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

2.08 Independent Contractors acknowledges and agrees that Contractor is not an employee of the District, is not entitled to any benefits or protections afforded employees of the District, nor bound by any obligations of employees of the District. Nevertheless, Contractor will not act contrary to the policies of the District. Contractor understands and fully agrees that Contractor will not be insured under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District, and that any injury or property damage in connection with the work performed will be Contractor's sole responsibility and not that of the District. 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 District and, therefore, Contractor will be solely responsible for Contractor's own acts or omissions, and those of Contractor's employees and agents, if any. The District will 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.

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 and agents, if any, employed by Contractor.

- 2.09 Sexual Harassment Policy: The Bidder by affixing his or her signature to the bid, certifies that is 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 Contractor's 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.

SECTION III. GENERAL REQUIREMENTS

3.1 General

- 3.1.1 Contractor must review provided documents and specifications. Contractor is responsible for notifying District if any discrepancies or conflicts are detected in the bid documents.
- 3.1.2 Contractor to attend a pre-construction kickoff meeting or call with District. A proposed schedule of work is to be provided by Contractor to District during this time.
- 3.1.3 Contractor to submit as-built drawings if installation significantly differs from provided plans.
- 3.1.4 Contractor to submit company site safety plan for review and approval if owner requests.
- 3.1.5 It is the responsibility of the contractor to verify location of utilities before start of work and to contact JULIE prior to any excavation.
- 3.1.6 It is the responsibility of the bidder to inspect the locations prior to submitting a bid. No variance in price or conditions shall be permitted based upon a claim of ignorance. Submission of bid shall be considered evidence that the Bidder has familiarized himself/herself with the nature and extent of the work, equipment, materials and labor required. Provided measurements and quantities are approximations.
- 3.1.7 It is the responsibility of the Contractor to provide safety fencing that shall be installed and in place prior to any construction activity. Contractor is responsible for the integrity of the fence for the full duration of the construction project. Contractor shall assume full responsibility for the safety within the construction site for the duration of the project and up to 3 months after the start of the project or as District representative deem fit. All fencing shall be chain-link and locked when contractor or owner's representative is not on site. Gates shall be double locked with both the contractor's lock and District locks to allow for dual access to the site. Fencing to be sealed to prevent children from entering project site for the full duration of the project. All fencing and posts shall be 6' in height.
- 3.1.8 Contractor is responsible for repairing or replacing any existing fencing, surfacing, nets and posts, pavement, vegetation, or amenities damaged during construction at no cost to Owner.

3.2 Work Definition

- 3.2.1 Provide all labor, supervision, equipment and materials to properly prepare existing court surface and properly install new PREMIER COURT surface overlay for four (4) standard outdoor tennis

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courts. Installation must meet manufacturer's specifications in order to obtain PREMIER COURT'S 25 year warranty against cracks. Contractor to provide delivery of all materials and equipment to site and the removal and proper disposal of all waste generated during the project.

- 3.2.2 Cracks must be filled and leveled. Existing crack fill/treatment must be removed, cleaned and replaced with new material.
- 3.2.3 Address surface settling (birdbaths) to reduce water pooling.
- 3.2.4 Application of three (3) coats of acrylic resurfacer, AND, application of three (3) coats of acrylic color in two-tone blue and green.
- 3.2.5 Lay out and stripe all four courts per US Tennis Association specifications. Additionally lay out and stripe, in yellow, the two (2) easternmost courts per USA Pickleball Association specifications.
- 3.2.6 Asphalt surfacing along court edges not covered by PREMIER COURT overlay material must be painted to match final color.
- 3.2.7 Contractor to apply for any rebates and warranties associated with the project and provide the Champaign Park District information about rebates and warranties.

3.3 Cleanup and Guarantee

- 3.3.1 Cleanup: During the entire course of work, the site shall be kept in a clean state. All excess debris and rubbish shall be disposed of off the site unless otherwise directed by the Owner.
- 5.5.2 Guarantee: The work covered in the site specifications shall be guaranteed for a minimum period of one (1) year from the date of final acceptance against defects of material and for workmanship.

SECTION V. Commitment to Engage in Affirmative Action Practice

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, gender, 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, gender, 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 shall 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 shall submit to the Park District upon request statistical data concerning employee composition or membership composition by race, color, gender, age, disability and job description.
- D. The undersigned bidder/contractor/supplier/vendor shall 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 Park 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.

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: _____

D. 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

AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT (CONTINUED)

Comments: _____

- 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	Caucasian		African-American		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 information summary. The Champaign Park District will hold all information in the strictest confidence to the extent allowed by law.

Above employee figures were obtained from: Visual check Employment records

 Signature of Authorized Agent

 Date

 Title

 Telephone Number