

**Request for Bids**

**Tennis Court Repair and Acrylic Resurfacing at Washington Park**

**NOTICE OF REQUEST FOR BIDS**

Sealed bids will be received by the Washington Park District for the repair and acrylic resurfacing of three tennis courts at Washington Park. Proposals shall be submitted in a sealed envelope marked on the outside "Bids for Tennis Court Repair and Acrylic Resurfacing." Proposals will be received at the Washington Park District Administration Office, 105 S. Spruce Street, Washington IL 61571 in Washington Park until 11:00am on September 17, 2025.

Until bids have been opened, project specifications and scope of work for the repair and acrylic resurfacing of the tennis courts will be on file during regular business hours in the Administration Office of the Washington Park District, 105 S. Spruce Street, Washington, IL 61571, subject to the inspection of all parties desiring to submit a bid. All documents will also be available at [www.washingtonparkdistrict.com/about-us/documents](http://www.washingtonparkdistrict.com/about-us/documents). If you plan to submit a bid, please reach let the Washington Park District know by email [btibbs@washingtonparkdistrict.com](mailto:btibbs@washingtonparkdistrict.com) or phone (309) 444-9413.

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract.

Proposals shall be accompanied by a 5% Proposal Guarantee in accordance with specifications.

The Board of Commissioners of the Washington Park District reserves the right to waive or not to waive any irregularities in the proposals and or to reject all proposals and to accept any proposal deemed most advantageous to the District.

Any questions regarding this project please call our office at (309) 444-9413.

The Washington Park District is an Equal Opportunity Employer. Any and all business firms are encouraged to submit proposals for this project.

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## INSTRUCTIONS TO BIDDERS

1. The following information is enclosed in your Bid Packet.
  - Instructions to Bidders
  - Invitation to Bid
  - Cover Letter
  - Bid Form
  - Agreement Form
  - Certified Transcript of Payroll Forms
  - Anti Collusion Affidavit, Sexual Harassment, Illinois Drug Free Work Place and Prevailing Wage Act Policies
  - Specifications
  - Detail Specifications (if any)
  - Addenda (if any)
  - Conditions of the bid
2. Please read through the material carefully. All figures must be presented on the Bid Form in order to be considered. Information from any other source will be considered supplemental and not as a part of the bid itself.
3. The following items are to be returned as your completed bid:
  - Bid Form - containing all totals
  - Agreement - with the bidder's name completed on line two
  - Signed Anti Collusion Affidavit, Sexual Harassment, Illinois Drug Free Work Place and Prevailing Wage Act Policies.
  - Scope of Work
  - Addenda (if any)
  - Conditions of the Bid
  - Bid Security - bid bond, cashier's check or certified check not less than 5% of the bid amount.
  - Estimated Progress Schedule - this is a timeline for the project from the start through completion listing target items and dates.

## INVITATION TO BID

Sealed bids will be received by the Washington Park District for the repair and acrylic resurfacing of three tennis courts at Washington Park. Bids shall be submitted in a sealed envelope marked on the outside "Bids for Tennis Court Repair and Acrylic Resurfacing." Proposals will be received at the Washington Park District Administration Office, 105 S. Spruce Street, Washington IL 61571 in Washington Park until 11:00am on September 17, 2025.

Until bids have been opened, project specifications and scope of work for the repair and acrylic resurfacing of the tennis courts will be on file during regular business hours in the Administration Office of the Washington Park District, 105 S. Spruce Street, Washington, IL 61571, subject to the inspection of all parties desiring to submit a bid.

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act.

The bid may be awarded at the Regular Board Meeting of the Park Board of Commissioners on Monday, September 22, 2025 at 6:00pm, in the Washington Park District Administration Office and Recreation Facility, 105 South Spruce Street, Washington IL 61571.

The Board of Commissioners of the Washington Park District reserves the right to waive or not to waive any irregularities in the proposals and or to reject all proposals and to accept any proposal deemed most advantageous to the District.

Bidders must note:

1. Bids must be submitted in sealed envelopes, and plainly marked "**BID**": "**Bids for Washington Park Tennis Court Repair and Acrylic Resurfacing**" and have the bidder's company name indicated on the face of the envelope.
2. Bids shall be submitted only on the bid form provided. The bid form must be completed in full and all total prices must include all work as stated in the specifications.
3. All bids submitted will be considered firm for a period of 60 days from the bid opening date.
4. All bidders are required to demonstrate to the satisfaction of the Park District, that they are capable and able to complete the work as required in the specifications. Each bidder shall submit with his bid, proof that he satisfactorily performed work of a similar nature to that specified within the preceding two years, together with the locations and the names of the responsible individuals in charge of such projects.

Any questions regarding this project please call our office at (309)444-9413.

The Washington Park District is an Equal Opportunity Employer. Any and all business firms are encouraged to submit proposals for this project.

## INVITATION TO BIDDERS

**Project:** The scope of work involves furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for the crack and low area repair, court resurfacing and re-painting, and existing net system removal and replacement of the Washington Park Tennis Courts in accordance herewith and in accordance with any authorized change orders there to which have been signed by both parties hereto, and which are hereby incorporated herein by reference.

**Location:** Washington Park

**Owner:** Washington Park District  
105 South Spruce Street  
Washington, IL 61571  
(309) 444-9413

**Contact:** Brian Tibbs  
Executive Director  
(309) 444-9413  
Email: btibbs@washingtonparkdistrict.com

**Bid Opening:** Bids shall be submitted in a sealed envelope marked on the outside “Bids for Tennis Court Repair and Acrylic Resurfacing.” Bids will be received at the Washington Park District Administration Office, 105 S. Spruce Street, Washington IL 61571 in Washington Park until **11:00am on September 17, 2025.**

**BID FORM**

**WASHINGTON PARK DISTRICT  
105 SOUTH SPRUCE STREET  
WASHINGTON, IL 60004**

**(309) 444-9413**

**August 28, 2025****September 17, 2025****May 22, 2026****DATED****BID OPENING DATE****FINAL COMPLETION DATE**

Sealed bids will be received by the Washington Park District until **11:00 AM** on **September 17, 2025** and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Washington Park District  
105 South Spruce Street  
Washington, IL 61571

The Contractor shall commence work no sooner than **April 1, 2026**, and perform all work on a regular full-time basis during weekdays until final completion, and shall so schedule the work so that the project is complete and ready no later than **May 22, 2026**.

The bidder hereby acknowledges receipt of the following addenda, if any, distributed by the Washington Park District.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**TOTAL BASE BID FOR “WASHINGTON PARK TENNIS COURT CRACK REPAIR AND ACRYLIC RESURFACING” PROJECT**

**\$** \_\_\_\_\_

**(IN WORDS) \$** \_\_\_\_\_.

**DELIVERY OF SERVICES TO: Washington Park**

## LIST OF SUBCONTRACTORS

The subcontractors listed below will be involved in this Contract work in the assignments listed. Any deviation from this list must be requested in writing one week prior to the start of the work involved.

**Name of Subcontractor**

**Work Assignment**

**REFERENCES:**

List three clients for reference checks. Bidder must have completed work of a similar nature for these clients within the last two years.

**Company Name**

**Contact Person**

**Phone Number**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**LAST EIGHT COMPLETED PROJECTS**

**Company Name**

**Contact Person**

**Phone Number**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

In compliance with the invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item.

**Date:** \_\_\_\_\_

**(Please Print)**

**Name of Bidder**

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Phone Number**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Name and Title**

\_\_\_\_\_

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the “CONTRACTOR” and the WASHINGTON PARK DISTRICT, hereinafter called the “PARK DISTRICT”.

WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated here-in agree as follows:

**ARTICLE I – SCOPE OF WORK:** The CONTRACTOR shall provide all of the materials and perform all of the work described in the specifications entitled:

### WASHINGTON PARK TENNIS COURT IMPROVEMENTS

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

**ARTICLE II – TIME OF COMPLETION:** This work to be performed under this agreement shall be commenced after April 1, 2026 and shall be completed by May 22, 2026.

**ARTICLE III – CONTRACT PRICE:** The PARK DISTRICT shall make payments to the CONTRACTOR for the completed performance of work included in this agreement in compliance with the prices as noted in the proposal dated and in accord with subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

**ARTICLE IV – COMPLIANCE WITH LAW:** The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

**ARTICLE V – COMPLIANCE WITH PREVAILING WAGE ACT:** The CONTRACTOR is obligated to satisfy the requirements of Section 130/5 of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.) including, but not limited to, keeping a record of the name, occupation, and actual hourly wages paid to each employee. A signed, certified transcript of payroll will be required with each progress payment and upon completion of the contract prior to final payment. The contractor shall also supply a certified transcript of payroll for any subcontractors involved in the contract and includes those payroll verifications with all payment requests.

**ARTICLE VI – COMPLIANCE WITH ADA:** In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with



reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VII – COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

- Instructions to Bidders
- Invitation to Bid
- Cover Letter
- Bid Form
- This Agreement
- Certified Transcript of Payroll Forms (on a monthly basis)
- Conditions of the Bid
- Anti-Collusion, Sexual Harassment, Illinois Drug Free Work
- Place and Prevailing Wage Act Policies
- Scope of Work
- Current Prevailing Wage Rates
- Addenda, (if any)

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the original counterparts the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) Original counterparts the day, month and year first above written.

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

(SEAL)

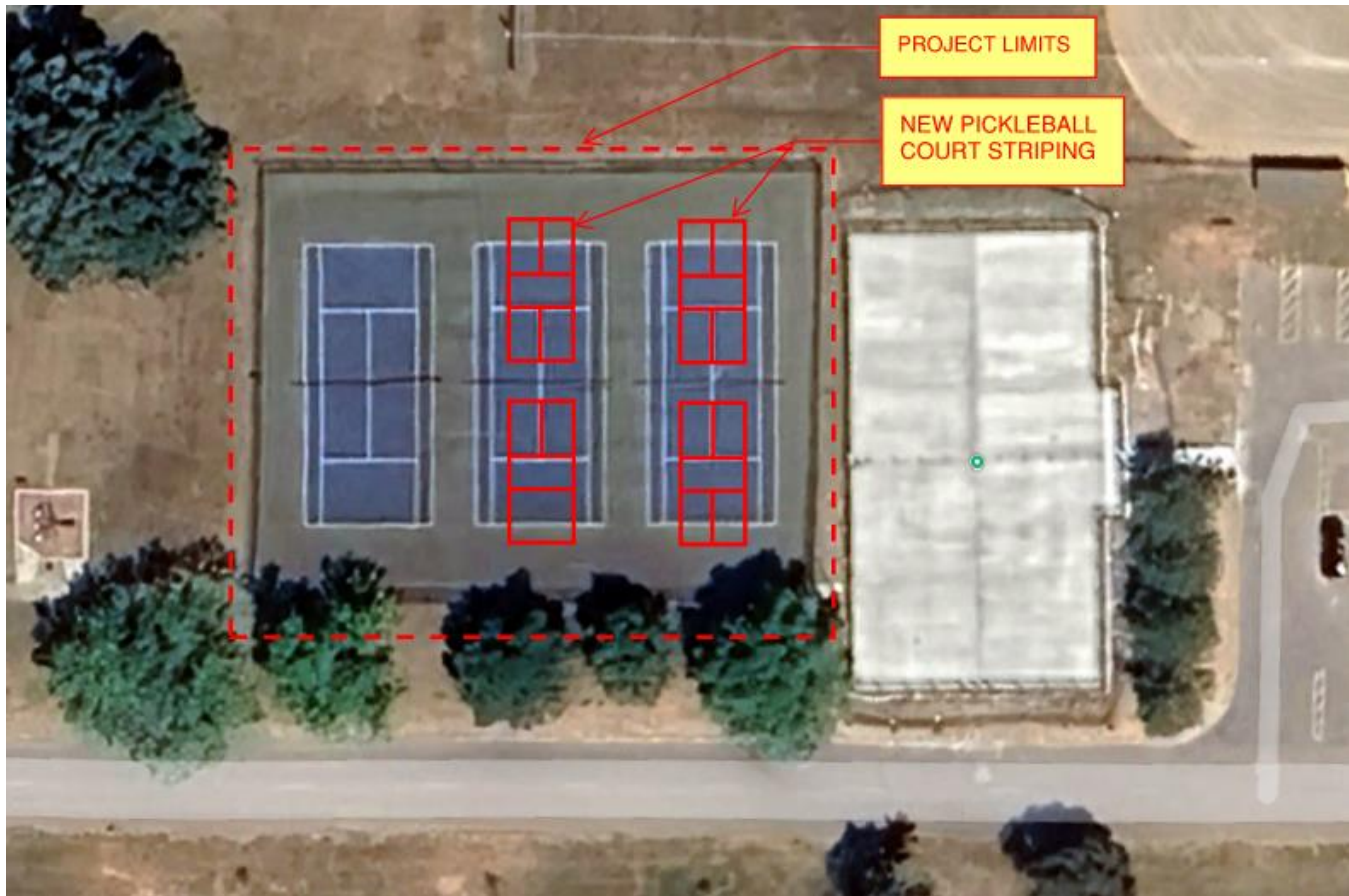
PARK DISTRICT: WASHINGTON PARK DISTRICT

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

(SEAL)

## SCOPE OF WORK



The work to be performed shall include:

- The contractor shall provide all labor and materials to properly complete the work specified, scheduling all work in advance with the Executive Director and/or Park Superintendent.
- Remove existing geotextile fabric repair system.
- Furnish new geotextile fabric with adhesive backing to cover new and previously filled cracks.
- Pressure wash entire court surface.
- Route, clean, and fill all structural cracks.
- Fill low areas to reduce standing water. (Due to slope it is understood that total elimination might not be achieved.)
- Apply two coats of acrylic resurfacer.
- Apply two coats of specified textured acrylic color coat. Colors to be in same color family as existing.
- Layout and stripe 3 tennis courts with line primer and textured line paint, color: white, per USTA specifications, with vapor retarder.
- Layout and stripe 4 pickleball courts on middle and farthest east tennis courts with line primer, and textured line paint, color: light blue, with vapor retarder. Where pickleball court lines overlap tennis court lines, omit pickleball court striping.
- Demo 3 sets of existing net posts foundations and center anchors.
- Supply and install 3 net systems and center straps with aluminum ground sleeves. All products manufactured by Douglas Industries as follows:
  - Ground Sleeves (Item #63171)

- Center Anchors (Item #63428)
- Tennis Posts (DTP-37 Black Item #63008)
- Tennis Nets (TN-36DMT Item #30038TD)
- Center Straps (Item #20603)

Any alterations or modifications of the work herein specified shall be made only by written agreement between the Bidder and the Park District, and shall be made prior to commencement of any such alterations or modifications. No claims for any extra work or materials will be allowed unless covered by written agreement.

**All bids submitted will be considered firm for a period of 60 days from the bid opening date.**

**MATERIALS:** Specified materials shall be delivered to the construction site in their original unused and unopened containers with trade name and manufacturer. All products supplied by a single source manufacturer to insure compatibility.

**PRODUCTS FOR BASIS OF DESIGN:** RiteWay Crack Repair System: [www.Ritewaytennis.net](http://www.Ritewaytennis.net)  
SportMaster Acrylic System: [www.sportmaster.net](http://www.sportmaster.net)

## CONDITIONS OF THE BID

### DEFINITION OF TERMS

Throughout these bid documents, the following terms shall be used:

**Bidder** - Any individual, firm, company or corporation submitting a sealed proposal as a bid on the designated item(s) or **project**.

**Contractor** - Any individual, firm, company or corporation whose bid is accepted by the Washington Park District for the item(s) or project.

**Director** - The Executive Director of Parks and Recreation of the Washington Park District or his designated representative.

**Park District** - The Washington Park District of Tazewell County, Illinois

### FORMS

All bid proposals are to be submitted on the Bid Form provided, signed in ink in the proper spaces and submitted in a marked and sealed envelope.

### ERRORS IN THE BID

When an error is made in extending the total price, the unit price will govern. Otherwise, the bidder is not relieved from errors in bid preparation.

### CORRECTIONS/WITHDRAWAL

If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing. No bid may be withdrawn or canceled after the closing time for receipt of bids and for a period of sixty (60) days thereafter.

### SAMPLES

Samples or drawings requested shall be delivered and removed at no cost to the Park District. The Park District will not be responsible for damage to samples. Samples must be submitted prior to the time set for the opening of bids. Samples shall be removed by the Bidder within thirty (30) days after the Bid Award. Any samples not removed by this time will be discarded by the Park District.

### TRADE NAMES

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Bidder shall bid upon the item so identified. If the specifications state "or equal," bids on other items will be considered, provided the Bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

The Park District shall have the right to approve or reject as an equal, any article the Bidder proposes to furnish which contains variations from the specifications.

### PRICE

Bidders must specify unit prices as well as the aggregate price, unless otherwise specified. Failure to specify unit prices when required may result in bid rejection.

### TAXES

This work is being done under the auspices of the Washington Park District and therefore is exempt from the Illinois sales tax. The proposal shall not include any costs for these taxes.

### DELIVERY CHARGES

All bid prices should include both shipping and delivery charges. These charges shall be freight (F.O.B.) to the Park District. Delivery should be to a desired point within the Park District unless otherwise stated in the call for bids. Any variation from the advertised terms should be clearly stated in the Bidder's proposal.

**OMISSIONS AND DISCREPANCIES**

Should a Bidder find discrepancies in, or omissions from bid documents, he should at once notify the Washington Park District which may send a written instruction to all Bidders. No oral interpretation by the Park District will be binding; only instruction in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than three working days prior to the date set for receipt of bids.

**QUESTIONS**

If any questions arise about the Bid documents, they should be directed, preferably in writing, to the Park District. All questions and responses will be available to all interested persons through the Park District.

**BIDDER'S KNOWLEDGE**

Before submitting proposals, Bidders shall visit the site upon which the work is to be executed in order to familiarize themselves with the existing conditions and fully understand the nature and scope of the work. Such an examination will be presumed and no allowances will be made to the Bidder for extra labor or materials required, or on account of any difficulties encountered which might have been foreseen had examination been made. Inspections may be arranged by contacting the staff member listed as the contact person on the cover page.

**BID SECURITY**

Bid Security in the amount of five percent (5%) of the base bid amount must accompany the bid. Bid Security may be in the form of a BID BOND or CERTIFIED CHECK. The bid security shall be made payable to the Washington Park District, and shall be attached to the proposal. All checks shall be drawn on an acceptable Illinois bank.

Should the Bidder fail or refuse to enter into the agreement and furnish an acceptable bond within 15 calendar days after notification of acceptance of the Bidder's proposal by the Washington Park District, the bid security shall be forfeited and become the property of the Washington Park District.

**ACCEPTANCE OR REJECTION OF BIDS**

The Park District reserves the right to reject any or all bids, to award a contract for only a portion of the bid work, waive informalities or technicalities in any bid, and accept any bid it deems to be in its best interest.

The Park District may consider such factors as bid price, delivery guarantee, experience and responsibility of bidder, methods of construction and similar factors in determining which bid it deems to be in its best interest.

**EXECUTION OF CONTRACT, LABOR AND MATERIAL PAYMENT BOND, AND PERFORMANCE BOND**

It is the intent of the Park District to accomplish as much of this work possible within a limited budget. It is therefore conceivable that some bid items may be omitted from the agreement.

The successful Bidder/Bidders shall enter into a written agreement with the Washington Park District within ten (15) calendar days after notification of acceptance of the proposal. The agreement included herewith shall be executed for performance of the work ahead.

The successful bidder must provide a Performance and Payment Bond or an Irrevocable Non-Diminishing Letter of Credit in an amount equal to one hundred percent (100%) of the total contract amount within fifteen (15) days of the completion of the contract.

The bond shall guarantee faithful performance of all the provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement and payment of the prevailing wage. It shall also fully guarantee the performance and replacement of all material and equipment, including labor, for a period of one year after final acceptance of the project by the Director.

**Each bond shall include the following provision: “The obligations of this bond extend to the guarantee of the faithful performance of the prevailing wage clause, as provided by contract or other written instrument, in compliance with the Prevailing Wage Act, this section applies to subcontractors as well so when applicable, substitute contractor for subcontractor.**

#### **GUARANTEE**

The Bidder shall guarantee, in writing, that all materials and workmanship are free from defects and will remain so free for a period of at least two year after completion of the work. He shall further agree to replace all defective materials furnished under this agreement for a period of two year from the date of final acceptance, at no additional charge to the District.

#### **ANTI-COLLUSION AFFIDAVIT**

Bidders shall file an affidavit of anti-collusion, contained herein, with all bids for award consideration.

#### **PREVAILING WAGE ACT AND EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

Bidders shall figure payment of prevailing wages for all classes of labor used on the project. The successful Bidder's agreement shall contain provisions to insure that both the Illinois Prevailing Wage Act and The Employment of Illinois Workers of Public Works Act are followed.

The CONTACTOR is obligated to satisfy all of the requirements of the Illinois Prevailing Wage Act by, among other things, keeping a record of the name, occupation, and actual hourly wages paid to each employee. The contractor shall also supply a certified transcript of payroll for any subcontractors involved in contract and include those payroll verifications with all payment requests. This section applies to subcontractors as well and is bound by the same prevailing wage requirement.

#### **PARK DISTRICT RIGHT**

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

#### **INDEMNIFICATION**

The Contractor shall indemnify and save harmless the Washington Park District from and against any and all claims, costs, damage and demands resulting from injuries or death or damage to property alleged to have arisen as a result of or connected with the performance of work under the agreement by the Contractor or his Subcontractor. The Contractor shall defend the Washington Park District against any actions based thereon and shall pay all fees of attorneys and all costs and other expenses that arise therefrom.

**INSURANCE**

**The District shall be named as additional insured under the commercial general liability coverage. This insurance shall apply as primary insurance. Any other insurance or self-insurance maintained by the District shall be excess of Company's insurance and shall not contribute with it.**

The Contractor awarded the bid shall furnish to District three copies of certificates of insurance made in favor of the Washington Park District, construction manager, architect or engineer and the Contractor.

Contractor shall obtain insurance of the types and in the amounts listed below:

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.**

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or 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.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners written request for said copies.

**2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**



If Contractor's liability policies do not contain the standard ISO separation of insureds' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### **5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent 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 indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, 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 Contract.

#### **DELIVERY AND STORAGE**

The Contractor shall notify the Park District of any and all deliveries of materials to the project site at least 48 (forty-eight) hours prior to such deliveries.

All materials to be used for this project shall be clearly marked and may be delivered to and stored in the areas at the job site as designated by the Park District. Materials shall be stored in such a manner as not to interfere with the normal movement of pedestrian and vehicular traffic. The Park District assumes no liability for providing storage areas for materials.

#### **USE OF PREMISES**

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the Park District.

#### **CLEAN-UP**

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

**SITE PROTECTION**

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

**DAMAGE TO OTHER WORK**

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor.

The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

**WORKING HOURS**

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Work during other hours will be allowed only on an emergency basis and authorized by the Park District in writing. The Contractor will be allowed to commence immediately upon execution of the agreement documents and issuance of all pertinent permits.

**TIME OF COMPLETION AND WORK SCHEDULE**

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the work. The progress schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who his project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

**CHANGES IN THE WORK**

The Park District, without invalidating the agreement, may make changes by altering, adding to or deducting from the work, the agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No change shall be made unless in pursuance of a written order from the Director, stating that the Park District has authorized the change. No claim for an addition to the agreement sum shall be valid unless so ordered by Director and agreed upon in writing by the Park District and Contractor.

The value of any such change shall be determined by agreement between Contractor and Park District in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed on.
- c) By cost and percentage.

**CLAIM FOR EXTRAS**

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this agreement, he shall give the Park District written notice therefore before proceeding to execute the work. No such claims shall be valid unless so made; the making of such a claim shall not, however, establish its validity.

**PERMITS AND LAWS**

The Contractor shall be responsible for obtaining any and all County, State and City of Washington Permits, Licenses, Bonds, or other permits which may be required. The Contractor shall at all times observe and comply with all Federal, State and Local Laws, regulations and ordinances which, in any manner, affect the conduct of his work. Any complaint, claim, or action brought against the Contractor for failing to observe or comply with any law, ordinance or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims or actions. Before beginning work, the Contractor shall obtain from the proper officers all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

**FINAL ACCEPTANCE OF WORK**

The Contractor shall take all reasonable measures to protect work in progress. Any damage done to work in progress, including, without limitation, damage caused by weather conditions, flooding, animals, vandalism, negligence and accident, shall be the Contractor's responsibility. Upon completion, work shall be inspected by the Director or his designated representative before being formally accepted as proper, complete and undamaged.

**LIENS**

The final payment shall not be due until the Contractor has delivered to the Park District a complete release of all liens or claims for lien arising out of this Contract, or at the election of Park District, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Park District indemnifying him against any lien.

**PAYMENT**

Payment will be made to the Contractor within thirty (30) days of completion and acceptance of the project by the Park District. As required by the IRS, a **W-9 Request For Taxpayer Identification Number and Certification Form** must be submitted to the accounting department prior to releasing payment for the project. The form and instructions are located at the back of this document.

Upon written request of the Contractor to the Park District, and provided the Contractor is not then in default hereunder, the Park District, may in its sole discretion certify a partial payment or payments of up to ninety percent (90%) of the value of the work completed at the time of the request for partial payment provided that the Contractor shall present to the Park District reasonable cause for such request together with appropriate waivers of lien, certified payroll from all laborers, including subcontractors, receipts or bond as in the specification provided.

**RETAINAGE**

The Park District shall retain 10 percent (10%) of the approved pay estimates with a minimum retainage of 10 percent (10%) of the total contract amount. All retainage shall be released only upon successful completion and final acceptance of the work.

**BID CHECKLIST**PROJECT Washington Park Tennis Court Improvements

BIDDER \_\_\_\_\_

<b>ITEM</b>	<b>RECEIVED</b>	<b>CORRECT INFORMATION</b>
Bid Form		
Agreement		
Anti-Collusion Affidavit		
Sexual Harassment Policy		
Prevailing Wage Act		
Illinois Drug Free Work Place Statement		
Scope of Work		
Addenda (if any)		
Conditions of the Bid		
Estimated Progress Schedule		
Bid Security		

## ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_ of \_\_\_\_\_  
(Partner, Officer, Owner, etc.) (Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

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

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

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

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*

**ILLINOIS DRUG FREE WORK PLACE STATEMENT**

The undersigned will publish a statement:

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Washington Park District, the employee will:
  - a. Abide by the terms of the statement;
  - b. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction;
4. Establishing a drug free awareness program to inform employees about:
  - a. The dangers of drug abuse in the work place;
  - b. The policy of maintaining a drug-free work place;
  - c. Any available drug counseling, rehabilitation or employee assistance program;
  - d. The penalties that may be imposed upon an employee for drug violations;
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Washington Park District, and shall post the statement in a prominent place in the work place;
6. The undersigned will notify the Washington Park District within ten (10) days of receiving notice of an employee's conviction;
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies;
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place, he shall:
  - a. Take appropriate action against such employee up to and including termination; or
  - b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.**

SIGNATURE \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*



## PREVAILING WAGE ACT

The undersigned, on behalf of the entity making this proposal or bid, certifies that a written prevailing wage notification policy is in place, pursuant to Illinois Prevailing Wage Act, 820 ILCS 130/1 et. seq. requiring that all laborers, workers, and mechanics employed by the Park District, or on its behalf, for the public works projects, be paid not less than the general prevailing wage. This applies to contractor and any sub-contractor working on the project. The Act includes, at a minimum, the following:

1. The notification to contractors of the prevailing wage requirement on all public works projects.
2. The collection by Park District of certified payroll for all laborers including those hired by contractors.
3. It is the contractor's responsibility to inform laborers of prevailing wage rates.
4. It is the contractor's responsibility to provide certified payroll for all laborers (including subcontractors) name, occupation, and actual hourly wages paid and forwarding that information to the Park District with each progress payment and upon final payment.
5. The Contractor's Bond must include provision of the faithful performance of the prevailing wage clause.
6. The legal recourse should the Prevailing Wage Act be in violation; include fines for noncompliance as determined by the Department of Labor.

**IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*