



**Bid Packet and Specifications**  
**April 9, 2021**

**MOKENA COMMUNITY PARK DISTRICT  
BUSKE PARK TENNIS AND BASKETBALL  
COURT GLASGRID REINFORCED ASPHALT  
OVERLAY**

Bids are due by and will be opened and read aloud  
at 10:00am on Thursday, April 29, 2021  
at the Mokena Community Park District **Oaks Recreation Center**  
10824 W. LaPorte Rd., Mokena, IL 60448



## LEGAL NOTICE: ADVERTISEMENT TO BID

Notice is given that the Mokena Community Park District will accept Sealed Bids for **MOKENA COMMUNITY PARK DISTRICT BUSKE PARK TENNIS and BASKETBALL COURT GLASGRID REINFORCED ASPHALT OVERLAY BID** as indicated in the specifications until **Thursday, April 29, 2021 at 10:00am** at which time the bid proposals will be publicly opened and read aloud at the Mokena Community Park District Oaks Recreation Center, 10824 W. LaPorte Rd., Mokena, IL 60448. Proposals received after that time will not be accepted.

As of 11:00am on April 9, 2021, Bid Documents will be available on [www.mokenapark.com](http://www.mokenapark.com), or by submitting an email request to [jvangennep@mokenapark.com](mailto:jvangennep@mokenapark.com). Hard copies available upon request. Any inquiries should be directed via email to Jim Van Gennep, Superintendent of Parks & Facilities.

Bids must be enclosed in a sealed envelope and clearly marked on the outside "**BID – BUSKE PARK TENNIS AND BASKETBALL COURT GLASGRID REINFORCED ASPHALT OVERLAY**" and delivered to the Mokena Community Park District, 10925 W. LaPorte Rd., Mokena, IL 60448. Oral, faxed or emailed proposals will not be accepted.

The Park District reserves the right to reject any and/or all bids, to waive any informality, and to accept the bid that is in the best interest of the Mokena Community Park District. All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

All proposals must include a ten percent (10%) Bid Guarantee. No Bidder may withdraw their proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding (30) calendar days.

## **INSTRUCTIONS TO BIDDERS**

Sealed bids will be accepted until 10:00am on Thursday, April 29, 2021 and immediately thereafter publicly opened and read aloud at the Mokena Community Park District Oaks Recreation Center, 10824 W. LaPorte Rd., Mokena, IL 60448. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Mokena Community Park District Board of Park Commissioners at a regularly scheduled meeting.

The Proposal form shall be submitted, in duplicate, on an unaltered Proposal Form furnished by the Owner. All blanks on the form must be properly executed and completed. Each proposal must give the full business address of the Contractor and be signed by a duly authorized representative. Each proposal shall be enclosed in a sealed envelope, clearly marked as follows:

**BID – “BUSKE PARK TENNIS AND BASKETBALL COURT GLASGRID REINFORCED ASPHALT OVERLAY”**

Mokena Community Park District  
 Attn: Jim Van Gennep, Supt. of Parks & Facilities  
 10925 W. LaPorte Rd.  
 Mokena, IL 60448

### **1. Preparation and Submission of Bid Proposal**

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders’ prices are to include the delivery of all materials; including; equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

## **2. Requirement of Bidders**

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On the Project References form provided herein, list at least three (3) construction projects your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the project and brief project description, owner and telephone number, project cost and date of completion.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each

claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder or its senior management from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or owner's representative.

Other required submittals include: Bid Proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

### **3. Examination of Site, Drawings, Specifications**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become

knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

#### **4. Acceptance or Rejection of Bids**

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Mokena Community Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

#### **5. Surety**

All bids must be accompanied by a bid bond or bank cashier's check payable to the Mokena Community Park District for ten percent (10 %) of the amount of the

bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Mokena Community Park District Board of Park Commissioners. The bid security of the successful Bidder and the remaining unsuccessful bidders will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Mokena Community Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

## **6. Withdrawal of Bid**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

## **7. Award, Acceptance and Contract**

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2007, as modified by the Park District and



included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

### **8. Interpretation of the Contract Documents**

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications.

If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to Jim Van Gennep, Superintendent of Parks & Maintenance, at the Park District.

If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

### **9. Addenda**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder

of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### **10. Substitutions during Bidding**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

## **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The American Institute of Architects "AIA Document A201-2007 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

### **SUPPLEMENTAL CONDITIONS**

The "General Conditions of the Contract, AIA Document A201, 2007 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

#### I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors 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, 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, its elected and appointed officials, officers, employees and agents 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. 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, 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 0 1, CA 00 05, CA 00 12, or a substitute form providing equivalent 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 Contractors work.
- E. General Insurance Provisions.**
- 1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, 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 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 shall provide certified copies all insurance policies required above within 10 days of Owner's 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. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile 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 waive all right of contribution and shall indemnify and hold harmless the Owner and its 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 therefrom 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, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of 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.

## **PROJECT OVERVIEW**

### **A. Project Identification**

**Project Name:** BUSKE PARK TENNIS AND BASKETBALL COURT GLASGRID REINFORCED ASPHALT OVERLAY

**Project Owner:** Mokena Community Park District  
10925 W. LaPorte Rd., Mokena, IL 60448

**Project Location:** Buske Park 11435 Hillside lane, Mokena, IL 60448

**Project Scope:** One (1) Tennis court and one (1) basketball court repair and resurfacing with GlasGrid reinforced overlay.

1. Open section of fence for equipment access.
2. Extend net post sleeves and center anchor as needed.
3. Remove loose coatings. Clean surface.
4. Fill cracks with acrylic cement compound.
5. Prime entire surface with SS-1 asphalt primer
6. Apply GlasGrid 8501 reinforcement grid to entire surface overlap seams minimum 4"
7. Machine apply and compact Hot Mix Asphalt surface course over GlasGrid. Minimum compacted thickness 2".
8. Allow asphalt to cure a minimum of two weeks.
9. Flood test new pavement. Identify and correct any "birdbaths," roller marks or ridges.
10. Apply two coats of sand fortified acrylic resurfacer.
11. Layout and apply owner selected colors (2 total) and textured acrylic coats.
12. Layout, prime and paint 2" textured white lines for 1 basketball court and 1 tennis court with. Tennis court will also include a third color and lines for Pickleball play.
13. Adjust gate height for function.
14. Re-secure fencing opened for access.
15. Restore landscaping with top soil and grass seed with blanket.
16. Re-install salvaged tennis net and posts.
17. Raise all chain link and rails so that the bottom knuckles of the chain link are ¾" above the new asphalt layer.
18. Furnish and install new net posts in existing sleeves.
19. Furnish and install new tennis net and center strap.

**Begin Work:** Work can commence after Wednesday, May 26, 2021. Subject to rain, once work begins it shall continue daily until project completion.



**Completion Deadline:** August 31, 2021

**B. Project Award Timeline**

All proposals are due by 10:00am on April 29, 2021 at which time they will be opened and read aloud. Proposals will be reviewed and qualified by the Mokena Community Park District, with the intent to issue a request for Board approval for contract award at the meeting of the Board of Commissioners on Tuesday, May 25, 2021.

**PROJECT SPECIFICATIONS**

**Tennis Court (HMA surface overlay with reflective crack-controlled grid)**

**PART ONE-GENERAL**

**1.01 SUMMERY**

- A. This work includes surface preparation, crack filling, crack control grid, hot mix asphalt (HMA) paving, net post and fence adjustments and the acrylic color system applications for existing tennis/pickleball court.

**1.02 QUALITY ASSURANCE**

- A. Installing firm: installer must regularly engage in construction and color acrylic surfacing. Documented experience in athletic surface paving and acrylic applications must be provided. Minimum of 10 projects similar in complexity in the last 3 years.
- B. Surfacing shall conform to the guidelines of the ASBA (American Sports Builders Association).

**1.03 SUBMITTALS**

- A. Provide manufacturer specifications for all products, asphalt mix design, color chart and installation instructions.

**1.04 MATERIAL HANDLING STORAGE**

- A. Store materials in accordance with manufacturers specifications MSDS.
- B. All surfacing material shall be non-flammable.
- C. NO MATERIAL STORED ON SITE during the duration of the project unless fully secured with fencing.

**1.05 GUARANTEE**

- A. Provide guarantee against defects in the materials and workmanship for a period of one (1) year from the date of substantial completion unless otherwise stated.

## **PART TWO-PRODUCTS**

### **2.01 MANUFACTURERS OR EQUIVALENCE**

- A. Tensar International Corp. Alpharetta, GA 30009/GlasGrid 8501
- B. Douglas Industries, Eldridge IA/Athletic Equipment
- C. Nova Sports U.S.A. INC Millford, MA 01757/Novacrylic tennis system.
- D. Elite Sport Coating System.
- E. California Products Andover MA, 01810/Plexi Hardcourt System.
- F. Local asphalt plant with qualified mix.
- G. Approved equal product.

### **2.02 MATERIAL/PRODUCTS**

- A. Reinforcement Grid (GlasGrid 8501) for use below compacting HMA.
- B. Tack Coat/Primer (SS-1) aids in bonding of new HMA to existing surface.
- C. HMA Surface Course (N-30 Surface Course) fine graded asphalt course with one half inch (1/2") maximum aggregate or smaller, free of reclaimed asphalt shingles (RAS) and with no more than 25% reclaimed asphalt pavement (RAP) applied over reinforced grid.
- D. Patching mix (Elite/Novalevel) for use in patching cracks, holes, depressions, "birdbaths" and other surface imperfections.
- E. Acrylic Patch Crack Filler (Elite Acrylic Patch Crack Filler/Novalevel) for use in filling in cracks.
- F. Acrylic Resurfacer (Elite/Novasurface Acrylic Resurfacer) Mixed with approved silica sand and applied as a filler coat on new or existing asphalt surfaces and for pre-coating rough areas.
- G. Acrylic Color Playing Surface (Elite Color Concentrate/Nova Combination surface) mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color.
- H. Textured Line Paint (Elite/Novatex Textured Line Paint) for use as line or graphic marking on play surface.
- I. Net Post Sleeves (Douglas GS-24 #63424) installed in concrete footings 2 per court.
- J. Center anchor (Douglas center tie down anchor #63428) installed in concrete one per court.
- K. Tennis Net Posts (Douglas DTP-37 #63007 (green) or #63008 (black) installed in ground sleeve 2 per court.
- L. Tennis Net (Douglas TN-40 #20040) install to tennis net posts.
- M. Center Strap (Douglas Deluxe adjustable CS #20600) fastened to center anchor.

**PART THREE-EXECUTION****3.01 WEATHER LIMITATIONS**

- A. Do not install when raining or rain is imminent.
- B. Do not install if surface is wet or damp.
- C. Do not apply unless surface and air temperatures are 50 degrees F and rising.
- D. Do not apply if surface temperature is more than 140 degrees F.

**3.02 DEMOLITION**

- A. Tennis net posts, nets, center anchors and ground sleeves including concrete footings shall be removed in their entirety and disposed of legally off sight. (If foundations and sleeves are plum and level with existing surface, sleeves may be extended without complete removal).
- B. New footing or extension collars shall be set prior to asphalt paving. Post sleeves shall be set at finish grade elevation and protected during asphalt paving.
- C. Where required for access, or necessary for uniform application of HMA, remove store chain link fencing.
- D. Remove vertical line posts as needed for paving and equipment access.

**3.03 TENNIS POSTS' SLEEVES, POSTS AND NETS**

- A. Tennis post foundations shall be situated to provide a clear distance between posts of 42 feet apart.
- B. Net post sleeves shall be installed with foundations of no less than twenty-four inches (24") in diameter at the top, no less than thirty inches (30") in diameter at the base, and no less than forty-eight inches (48") in depth.
- C. Center strap anchor foundations shall be no less than twelve inches (12") in diameter at the top, no less than sixteen inches (16") at the base, and no less than twelve inches (12") in depth.
- D. Install tennis posts in sleeves, follow manufacturer's installation guidelines.
- E. Install salvaged tennis nets, follow manufacturer's installation guidelines.
- F. Install salvaged center straps, follow manufacturer's installation guidelines.

**3.04 SURFACE PREPARATION**

- A. Surface shall be thoroughly cleaned of all dirt, debris and vegetation using floor scrapers, wire brooms and mechanical blowers.
- B. All loose coatings shall be removed and disposed of legally off site.
- C. Cracks with vegetation shall be treated with herbicide. Cracks shall be routed with a mechanical crack router. All loose material and old or foreign crack filler shall be completely removed.
- D. Any oil or grease spots shall be scraped and treated to prevent bleeding through tack coat.

### 3.05 CRACK FILLING

A. Existing built-up layers of crack filler shall be ground level or below adjacent surface with a surface scarifier, then sanded smooth with surface grinder. Cracks shall be routed then filled from bottom to top with acrylic patch crack filler. Special care shall be taken to assure all void space is filled. Multiple applications will be required to level crack filler with adjacent surface.

B. Strictly follow manufacturers mixture guidelines and moisture limitations.

### 3.06 TACK COAT/PRIMER

A. Apply SS-1 asphalt emulsion over prepared surface or remaining properly bonded coatings not less than .10 gallons per square yard. Excessive asphalt emulsion applications, or pooling, shall be swept with a broom to ensure proper bonding of HMA. Install reinforcement grid after the asphalt emulsion has dried. If pick up occurs, wait until emulsion cures.

B. Strictly follow manufacturers guidelines and moisture limitations.

### 3.07 REINFORCEMENT GRID

A. Using a tractor or manually, place grid to thoroughly dried/primed surface.

B. Grid to be applied over entire primed surface.

C. Roll grid with rubber tire roller to activate adhesive.

D. Overlap grid widths a minimum of four inches (4").

E. Grid must be installed under sufficient tension to reduce or eliminate ripples.

### 3.08 ASPHALT PAVING

A. Machine apply and compact HMA surface course to a compacted thickness of no less than one and two inches (2") over reinforcement grid.

B. HMA shall be free of marks, segregation and be placed to required uniform elevation with a smooth texture not showing tearing, shoving or gouging.

C. Paving equipment shall be equipped with auger extensions, and be self-propelled.

D. Hand work shall be minimized to ensure the best possible finished surface.

E. Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all roller marks have disappeared. Compact the HMA to a minimum in-place density of 94% of the Theoretical Maximum Specific Gravity.

F. Surface course longitudinal joints shall be smooth and true, no deviation from level and true.

G. Smoothness shall meet the requirements of no greater than one-eighth inch (1/8") in ten feet (10').

H. Surface course asphalt must be placed in one day, special care shall be taken to avoid cold seams.

### 3.09 FENCING

- A. Chain link shall be reinstalled including all wire, ties and hardware to properly fasten to fence structure.
- B. Chain link shall be situated to allow three quarters of an inch (3/4") clearance at the bottom.
- C. Chain link shall be installed following the asphalt paving and prior to the color surface applications.
- D. Replace any vertical line posts removed for equipment access.
- E. Adjust all gates as needed for function.

### 3.10 COURT DEPRESSIONS "BIRDBATHS"

- A. Testing: Surface shall be flooded with water by rain or manually with clean water. Surface shall be allowed to drain for 45-60 minutes in sunlight above 70 degrees. Remaining depressions holding enough water to cover an American Nickel shall be marked.
- B. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife or similar method.
- C. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance.
- D. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface and applications.
- E. Strictly follow manufacturers guidelines and weather limitations.

### 3.11 ACRYLIC FILLER COAT(S) (RESURFACER)

- A. Two (2) coats of properly textured acrylic resurfacer shall be applied to entire surface. Special care shall be taken to keep a wet edge and remain consistent.
- B. When surface is completely dry, surface shall be inspected for ridges, bumps and debris. Any inconsistencies shall be corrected prior to color coat applications.
- C. Strictly follow manufacturers guidelines and weather limitations.

### 3.12 ACRYLIC COLOR PLAYING SURFACE

- A. Complete a thorough inspection, remove any bumps or ridges in resurfacer coats and clean surface of all loose dirt, leaves or other debris.
- B. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the perimeter area. Follow USTA guidelines for court dimensions.
- C. Colors and their placement shall be determined by owner. Colors and the placement of the colors shall be verified by the owner prior to color applications.
- D. Textured acrylic color surface shall be applied in two (2) applications with a 50-durometer rubber squeegee. No application should be made until the previous application is thoroughly dry.
- E. Strictly follow manufacturers guidelines and weather limitations.

3.13 LINE PAINTING

- A. Lines shall be carefully laid out in accordance with the ASBA guidelines.
- B. Masking tape shall be applied and rolled to result in two inch (2") wide width unless otherwise stated.
- C. Masked lines shall be primed with acrylic line primer to seal the void between the textured surface and masking tape edge.
- D. One (1) coat of textured white line paint shall be applied by brush or roller. NO SPRAY APPLICATIONS PERMITTED.

3.14 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by owner.

3.05 CLEAN-UP

- A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance to local, state and federal regulations.
- B. Remove all barriers and locks.

**Schedule & Construction Phasing**

Work shall not begin before May 28, 2021 but should be completed by August 31, 2021. Actual start and completion date will be coordinated with the Contractor and Mokena Community Park District. Work times are normally 7:00am to 4:00pm Monday through Friday. Extensions are possible with advanced approval. No work will be allowed on Holidays.

**Change Orders**

Any work outside the scope of this agreement and/or requests for changes in the project not specifically listed shall be performed only after a written Change Order has been presented in writing to the Executive Director and thereafter signed by the President of the Board of Commissioners and the Contractor.

**Project Site**

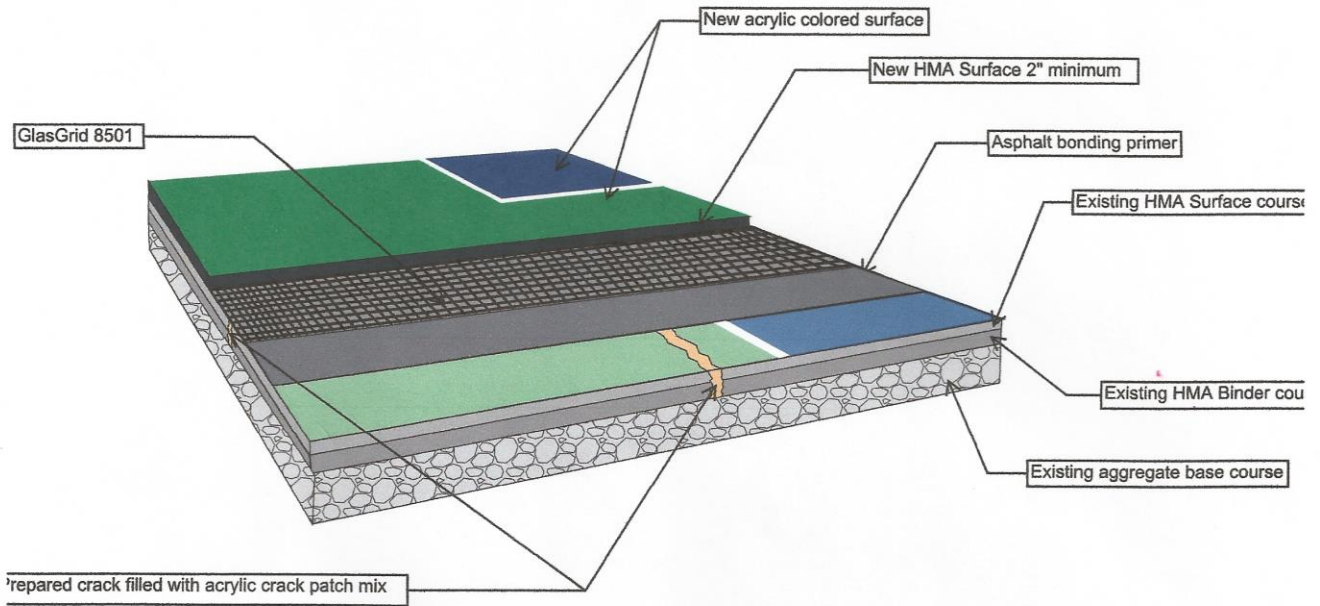
Buske Park Tennis and Basketball courts, which are located at 11435 Hillside Lane, Mokena, IL 60448.

**14. Safety and Cleanliness**

It is the intention of the Park District to provide park patrons with the safest possible travel around the construction zone. Pavements must be kept free of mud and debris at all times. The Contractor will be sure the site is left in a safe condition at the end of every work day.

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operation.
- B. Sweep paved areas and wash free of stains, discolorations, dirt and other foreign material immediately prior to Final Acceptance inspection.
- C. Before acceptance by the Owner and final payment all work shall be inspected by the Owner, Owner Representative, and the Village of Mokena.

Tennis court cross section for asphalt overlay with GlasGrid 8501 reinforcement grid.





**15. Storage**

The Mokena Community Park District will not be responsible for receiving or unloading any equipment or materials for this project. Where materials and equipment must be stored, Contractor is to provide a secure area to minimize the opportunity for theft and vandalism. Contractor shall comply with the manufacturer's recommendations for product handling of materials.

**16. Responsibility**

The Contractor for installation shall be responsible for complying with all local codes and securing all permits required by the Village of Mokena, unless otherwise agreed to by the Mokena Community Park District. Any Contractor performing work in the Village of Mokena must obtain a Contractor's license from the Village of Mokena's Building Department.

Prior to the commencement of any work, the Contractor shall notify all public and private utility companies which may have facilities in the area before construction begins. The Contractor shall make necessary arrangements for having these companies protect, brace or move their facilities as may be necessary for construction of the improvements. Costs incurred due to the moving or protection of utilities or in satisfying the requirements of the utility companies shall be incidental to the cost of the proposed improvements. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information shown on the Contract Documents relative to the location of underground facilities or the manner in which they are to be removed or adjusted. The Contractor shall be responsible for locations of all underground utilities and will be liable for property damage done to utilities.

The Contractor shall leave the site safe, clean and free from debris. A dumpster, if needed, shall be provided by the Contractor at his own expense for the proper disposal and removal from the site of all refuse and construction materials and shall be listed as a unit cost of the project. If the Contractor fails to remove any debris, rubbish or waste materials within five (5) days of written notice to clean the site, the Owner may remove the materials and charge the cost thereof to the Contractor.

Contractor shall be responsible for the costs and repairs to the Owner's satisfaction, any damage which includes but is not limited to pavement, grounds, curbs, plantings, trees, or facility equipment caused by the Contractor's negligence.

**17. Abandonment**

Should the Bidder abandon or neglect their work, or if the Owner at any time is convinced that he work is unreasonably delayed, or that the conditions of the contract are being willfully violated, or executed carelessly, or in bad faith, the

Owner may notify the Bidder in writing, and if their notification be without effect within twenty-four (24) hours after the delivery thereof, then and in the case the Contractor shall discontinue all work under the contract and the Owner shall have full authority to make arrangements for the completion of the contract at the expense of the Bidder.

**18. Guarantee**

The Contractor shall be wholly responsible for any materials or workmanship found to be defective or not meeting specifications, and any repairs to said work will be undertaken at the Contractor's expense. This guarantee shall cover a period of one year from date of substantial completion.

**19. Contractor's Installation Documentation**

Contractor shall provide written declaration to the Owner that all work complies with installation specifications. Any work not conforming to the specifications shall be removed and/or corrected at no additional cost to the Owner.

**BID PROPOSAL**

Bidder is:

An Individual:

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership:

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation:

By: \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of Person Authorized to Sign)

Title: \_\_\_\_\_ Attest \_\_\_\_\_  
(Secretary)

(CORPORATE SEAL)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:**

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract



**ADDENDA RECEIPT**

The Contractor acknowledges receipt of the following Addenda and has incorporated provisions within this proposal (Bidder to fill in appropriate spaces):

Addendum Nu. \_\_\_ Dated \_\_\_\_\_

Addendum Nu. \_\_\_ Dated \_\_\_\_\_

Addendum Nu. \_\_\_ Dated \_\_\_\_\_

Addendum Nu. \_\_\_ Dated \_\_\_\_\_

The undersigned agrees to execute a Contract for their work and present the same to the Owner within five (5) days after the date of written notice of the award of the Contract. The undersigned further agrees that they will commence work not later than ten (10) days after written notice to proceed and execution and approval of the Contract and the Contract Bond(s) unless otherwise provided, and will diligently prosecute the work in such a manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Accompanying this bid is a bid security complying with the requirements of the Contract Documents, for ten percent (10%) of the total base bid price.

The amount of the bid security is:

\_\_\_\_\_ (Contractor to fill in Amount)

If this Bid is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay of said Contract. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids and it is agreed that this Bid may not be withdrawn during the period of days provided in the Contract Documents. The Bidder agrees to perform all the work described in the Contract Documents for the following price. All substitutions or deviations from the specifications must be noted and attached to this bid document. Bidder is to fill in the amount in both numbers and words. In the event of a discrepancy, the amount shown in words shall govern.

**Total Lump Sum Bid \$** \_\_\_\_\_

**Dollar Amount in Writing** \_\_\_\_\_

**CONTRACTOR STATEMENT OF EXPERIENCE**

List three (3) similar pathway paving projects your organization has completed within the last two (2) years.

1. Company Name:

Contact Person:

Phone:

Email:

Project Description:

Date of Completion:

2. Company Name:

Contact Person:

Phone:

Email:

Project Description:

Date of Completion:

3. Company Name:

Contact Person:

Phone:

Email:

Project Description:

Date of Completion:

**LISTING OF SUBCONTRACTORS**

The following list includes all subcontractors who will perform work representing five percent or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform the work required.

	<b>Category/Trade</b>	<b>Subcontractor Name</b>	<b>Address</b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____



## **CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the

State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by

Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a governmental entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program



**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Mokena Community Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

**IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO  
PREVAILING WAGE RATES**

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

As required by the Prevailing Wage Act, any and all such revisions supersedes the Illinois Department of Labor's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.