

**BARRINGTON HILLS PARK DISTRICT  
Tennis Court Resurfacing Project  
P.O. Box 1393  
Barrington, Illinois 60011**

Dennis Kelly  
Barrington Hills Park District  
Commissioner  
Office Tel.: 847-783- 6772  
Mobile: 312-806-1100  
[www.bhillsparkd.org](http://www.bhillsparkd.org)

Project Manual/Bid Specifications

Project Title: Tennis Court Resurfacing Project

Project Address: 205 W County Line Road, Barrington Hills, IL 60010

Owner: Barrington Hills Park District  
P.O. Box 1393  
Barrington, IL 60011

Owner's Rep: Dennis Kelly, Commissioner, 312-806-1100

Bid Documents: Plans and/or Specifications are available at:  
Barrington Hills Park District website,  
[www.bhillsparkd.org](http://www.bhillsparkd.org)

Bid Due Date: June 21, 2017, at 1:00 PM  
Bids will be publicly opened and read aloud at that time.

Bid Opening Location: Barrington Hills Park District Riding Center Office/Meeting Room  
361 Bateman Road  
Barrington Hills, IL 60010

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## NOTICE TO BIDDERS

The Barrington Hills Park District, Cook County, Illinois (“Owner” or “Park District”), invites bids for the following project:

### **Tennis Court Resurfacing Project**

Bid Documents, including Instructions to Bidders, Drawings, Technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Barrington Hills Park District at 847-783-6772 or by email at [office@bhillsparkd.org](mailto:office@bhillsparkd.org)**

**Each bid shall be placed in a sealed envelope and clearly marked “Sealed Bid: Tennis Court Resurfacing Project.” The envelope shall be addressed and delivered to and received by the Park District at the following location: Barrington Hills Park District, P.O. Box 1393, Barrington, Illinois 60011 or in person at the bid opening at Barrington Hills Park District Riding Center Office/Meeting Room, 361 Bateman Road, Barrington Hills, IL 60010. No responsibility shall be attached to any person for premature opening of a bid not properly identified.**

**Bids shall be received until 1:00 p.m. on June 21, 2017. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected**

The Barrington Hills Park District reserves the right to waive technicalities, to accept or reject any or all bids, or to accept only portions of a bid and reject the remainder. 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, the financial capability of the Bidder, and the performance of the Bidder on other projects.

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. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn and all bids shall remain firm for sixty (60) days after the bid opening.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. All bids must be accompanied by cashier's check or bid bond payable to the order of the Barrington Hills Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the  
Barrington Hills Park District

Dennis Kelly, President

PUBLISHED DATE: June 21, 2017

## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

### 1.2 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "**Sealed Bid: Tennis Court Resurfacing Project,**" and addressed and delivered to and received by the Park District at the following location: Barrington Hills Park District, P.O. Box 1393, Barrington, Illinois 60011 or in person at the bid opening at Barrington Hills Park District Riding Center Office/Meeting Room, 361 Bateman Road, Barrington Hills, IL 60010. Bids shall be received until 1 p.m. on June 21, 2017. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, Technical Specifications, General and any Special Conditions and Bid Forms including required Contractor Certifications, and Prevailing Wage Determination and Supersedes Note are available **electronically by contacting the Barrington Hills Park District at 847-783-6772 or by email at office@bhillsparkd.org** Any questions related to the bidding requirements shall be directed to Dennis Kelly, commissioner, at **office@bhillsparkd.org** or 1-312-806-1100 on or before June 21, 2017.

It is the sole responsibility of the Bidder to see that his/her 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 plant, 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.

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 Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid 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.

### **1.3 REQUIREMENTS OF BIDDERS**

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (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 a separate sheet, (see Project List page) list all construction projects your organization has completed in the past two years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number.** Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

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 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, provide information with respect to 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.**

#### **1.4 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS**

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully 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 bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully 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. 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.

#### **1.5 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 Park District 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 bids which are separately set forth on the Contractor Bid Form 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 as determined by 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 therefor by that Bidder on its submitted Contractor Bid 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 Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in 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.

#### **1.6 SURETY**

All bids must be accompanied by a bid bond or bank cashier's check payable to the 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 as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Material/Payment Bond and a Certificate of Insurance naming the Barrington Hills Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract/agreement for the Work presented by the Park District..

Prior to commencing Work, the successful Bidder shall furnish a Performance Bond, and Labor and Material/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 "A VII" 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 for a period of one (1) year after Final Completion. **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 performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.

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 such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder 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 with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

### **1.7 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.

### **1.8 ACCEPTANCE AND CONTRACT**

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 the Bid Security forfeited.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid 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 A107 or other Agreement, as modified by the Park District, and the Performance Bond and Labor Material Payment Bond and Proof of Insurance comprise the Contract Documents.

**1.9 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 a 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 Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager]. If an error or omission in the Bid Documents is discovered 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 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 by the Bidder after the bid opening.

**1.10 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 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/she 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.

**1.11 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 Bid 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 sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

#### **1.12 COMMENCEMENT AND COMPLETION DATES**

**Commencement Date:** The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about June 26, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

**Final Completion:** August 15, 2017.

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

## **SECTION 2: GENERAL CONDITIONS**

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") or other Agreement, as modified by the Park District.

### **SECTION 2.1: SPECIAL CONDITIONS**

Time is of the essence in this Contract. Should the Contractor fail to complete the Work on or before the date of Final Completion or within such extended time as may have been agreed to by Owner in writing, the Contractor shall be liable and shall pay to the Owner the sum of \$200 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been agreed to by Owner in writing. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

### **SECTION 3: SUPPLEMENTARY CONDITIONS**

The "General Conditions of the Contract, AIA Document A107" (the "General Conditions") or other Agreement, as modified by Owner, are hereby amended to include the following:

#### **3.1 SCOPE OF WORK**

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **Tennis Court Resurfacing Project**, shall be furnished and/or installed without extra cost to the Owner.

#### **3.2 CONTRACT DOCUMENTS**

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor Document A107 OR other Agreement, 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.

#### **3.3 APPLICABLE LAWS**

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 the 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 Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*) (the "Act") as required by the Illinois Department of Labor. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages (hourly cash plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner’s property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

### **3.4 SUBCONTRACTING**

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

### **3.5 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY**

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacture and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

### **3.6 INSPECTION AND TESTING**

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

### **3.7 TITLE OF MATERIALS**

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

### **3.8 PATENTS, ROYALTIES AND LICENSES**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

### **3.9 PERMITS, LICENSES AND CERTIFICATES**

- A. **The Contractor shall procure the building permit for this Project from the appropriate governmental agency or authority.** Owner shall reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No mark up shall be paid for permits. The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly.

### **3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED**

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

### **3.11 WEATHER CONDITIONS**

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

### **3.12 NO CHARGE FOR DELAY**

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

### **3.13 COMPLETION DATE AND QUALIFICATION**

- A. **The Work to be performed under this Contract must be Substantially Completed by August 15, 2017 with Final Completion by August 15, 2017.**

1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.
- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence in this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:
- i. Any order duly issued by the government (city, county, state or federal);
  - ii. Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).
  - iii. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.
  - iv. As otherwise provided for in the General Conditions

### **3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS**

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 \$2,000,000 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 \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (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 thirty (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 ten (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 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 deductible 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 officer, 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 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, 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 obligation under, or Contractor's default of, any provision of the Contract.

### **3.15 CONTRACTOR PAYMENTS**

- A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance and payment bonds.

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

### **3.16 WORK PERFORMANCE**

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, if in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done

by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

### **3.17 SAFETY OF PERSONS AND PROPERTY**

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All employees on the Work and all other persons who may be affected thereby;
  - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
  - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

### **3.18 UNDERGROUND UTILITIES**

- A. The Contractor is responsible for contacting utility companies and the Village of Barrington Hills or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the village of Barrington Hills or other companies which may have underground structures to locate and determine the exact location of such underground structures.

### **3.19 PAYMENTS TO MATERIALMAN, ETC.**

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the

performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

### **3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK**

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
  
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
  - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
  
  - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, additional premiums upon the performance bond of the Contractor, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

**Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor.** In accordance with *Criminal Code, 720 ILCS 5/33 E-9*, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of **the President or Treasurer of the Board of the Barrington Hills Park District**, after approval from the Board of Park Commissioners, including a written determination that:

- i. the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or
  
- ii. the change is germane to the original Contract as signed; or
  
- iii. the change order is in the best interest of the Owner and is authorized by law.

### **3.21 CLAIMS OF EXTRA COMPENSATION**

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor,

having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

### **3.22 USE OF PREMISES AND REMOVAL OF DEBRIS**

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
  2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
  3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
  4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
  5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

### **3.23 GUARANTEE**

- A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

**TENNIS COURT RESURFACING PROJECT  
BARRINGTON HILLS PARK DISTRICT  
BARRINGTON HILLS, ILLINOIS**

**BID PROPOSAL FORM**

**4.1 BID TO:**

Barrington Hills Park District  
(hereinafter called "Owner")  
P.O. Box 1393  
Barrington Hills, IL 60011

**4.2 BID FROM:**

\_\_\_\_\_  
(hereinafter called "Bidder")

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**4.3 BID FOR:**

**TENNIS COURT RESURFACINGPROJECT  
BARRINGTON HILLS, ILLINOIS**

**4.4 ACKNOWLEDGEMENT**

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**4.5 AGREEMENT**

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. 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.
3. To enter into and execute a Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within ten (10) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. 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 Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) \_\_\_\_\_ Tel: \_\_\_\_/\_\_\_\_\_

Subcontractor/major supplier

\_\_\_\_\_  
Address

\_\_\_\_\_



\_\_\_\_\_  
Work to be performed/materials to be supplied

(2) \_\_\_\_\_ Tel: \_\_\_\_/\_\_\_\_\_  
Subcontractor/major supplier

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Work to be performed/materials to be supplied

(3) \_\_\_\_\_ Tel: \_\_\_\_/\_\_\_\_\_  
Subcontractor/major supplier

\_\_\_\_\_  
Address  
\_\_\_\_\_

**4.6 TOTAL BASE BID PRICE**

4.4.1 Base Bid Price (Guaranteed Maximum Price)

For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sum:

**Tennis Court Resurfacing Bid: The lump sum of \_\_\_\_\_ & \_\_\_\_\_ /100 Dollars.**

**Alternative #1** New net posts and center strap anchors.

**Bid: The lump sum of \_\_\_\_\_ & \_\_\_\_\_ /100 Dollars.**

**Alternative #2** Installation of 10 feet by 20 feet concrete patio slab located outside court number 1.

**Bid: The lump sum of \_\_\_\_\_ & \_\_\_\_\_ /100 Dollars.**

**Permits Fee: \$ \_\_\_\_\_**

**FEIN# \_\_\_\_\_**

**4.7 REJECTION AND WITHDRAWAL OF BID**

A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

**4.8 TIME OF COMPLETION**

A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before August 25, 2017.

**4.9 BID SECURITY**

A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Barrington Hills Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

**4.10 PERFORMANCE/PAYMENT OR LABOR AND MATERIALSBOND**

A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of 110% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

**4.11 CONTRACT DOCUMENTS**

A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) or other Agreement, as modified by the Owner.

**CORPORATION**

The Bidder is a Corporation organized and existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Duly Authorized Officer's Signature

\_\_\_\_\_  
Title

CORPORATE SEAL (above)

**PARTNERSHIP**

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INDIVIDUAL**

The Bidder is an individual.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Individual's Signature

**Bidder must have their signature above notarized below regardless of Bidder Type**

Sworn and Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

My Commission Expires \_\_\_\_\_, 2017.

Notary Public or other Officer authorized to administer oaths

**TENNIS COURT RECONSTRUCTION PROJECT  
BARRINGTON HILLS PARK DISTRICT  
BARRINGTON HILLS, ILLINOIS**

**BID QUALIFICATION FORM**

**4.12 BIDDER QUALIFICATION**

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Number of years in business under this name: \_\_\_\_\_

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders. (See attached page)

**4.13 PROJECT LIST**

List three (3) of tennis court resurfacing projects by said bidder that have been in service a minimum of two years which are similar in scope (overlay system) to the **TENNIS COURT RESURFACING PROJECT**. Include client's name, project cost, color system used and contact person with phone number

Project Name \_\_\_\_\_

Color System Used \_\_\_\_\_

Client Name \_\_\_\_\_

Project Cost \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Completed \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone Number \_\_\_\_\_

Project Name \_\_\_\_\_

Color System Used \_\_\_\_\_

Client Name \_\_\_\_\_

Project Cost \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Completed \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone Number \_\_\_\_\_

Project Name \_\_\_\_\_

Color System Used \_\_\_\_\_

Client Name \_\_\_\_\_

Project Cost \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Completed \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone Number \_\_\_\_\_

**4.14 IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTE**

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>.

As required by the Prevailing Wage Act, any and all such revisions supersede the Park District'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.

#### 4.15 CONTRACTOR COMPLIANCE AND CERTIFICATIONS

**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 i) fair employment practices, affirmative action and prohibiting discrimination in employment; ii) workers' compensation; iii) workplace safety; iv) 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 v) 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 administered 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 municipal 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 Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Barrington Hills Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

)SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

**4.16 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 Barrington Hills 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

## **TENNIS COURT RERESURFACING SPECIFICATIONS FOR BID**

### **SCOPE OF WORK**

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to resurface six tennis courts within the specified time frame and in a professional manner within the Village of Barrington Hills. The Barrington Hills Park District will in no way be responsible, for any extra equipment rental or charges for such equipment rented by contractor, that might be required to complete this contract.

### **LOCATION**

The six tennis courts are located at Countryside Elementary School, 205 W. County Line Road, Barrington Hills, Illinois.

### **SIZE OF COURTS/SQUARE FOOTAGE**

The newly resurfaced courts are to emulate the existing court's design, layout and dimensions. Approximate dimensions are 156 feet by 240 feet (37,440 sf/4160 sq. yards).

### **COMPLETION SCHEDULE**

The work is to begin in July, 2017 and be completed by August 15, 2017.

The work is to be completed within 6 weeks after the first day of the beginning of the tennis court resurfacing project.

### **PART 1 – GENERAL**

- Resurfacing is to be completed using a slip sheet overlay system.
- Remove all existing fencing and gates and store on site for re-installation.
- Remove all existing net posts with footings and store on site for re-installation.
- Remove portion of the concrete court entrance in order to replace with a new handicap accessible entrance.
- If necessary, remove drinking fountain and store on site for re-installation.
- If necessary, remove wooden court sign and store on site for re-installation.
- Bidder may include Alternative #2 for the pricing of new net posts and center strap anchors.
- Bidder may include Alternative #3 for pricing of installation of 10 feet by 30 feet concrete patio slab outside the fencing adjacent to court number 1.

### **PART 2 – PRODUCTS**

#### **1. TENNIS COURT SURFACING MATERIAL**

Contractor shall obtain all tennis court surfacing materials and components from a single approved manufacturer.

Acceptable manufacturers (or equivalent) are:

1. California Products Corporation  
169 Waverly Street  
Cambridge, MA 02139-0569  
1-800-225-1141  
Plexipave color finish system
2. Nova Sports, USA  
P.O. Box 1481  
Framingham, MA 01701  
800-USA-NOVA  
Novacoat surface system

Regardless of the product line, all products shall be applied per manufacturer's specifications.

### **PART 3 – EXECUTION**

Contractor will follow manufacturer's instructions regarding installation of base coats, finish coats and all final curing duration.

#### **1. PAVEMENT SURFACE PREPARATION**

Preparation of the asphalt surface shall include all work necessary to provide a clean, uniform, and sound surface free from any extraneous materials that could affect the tennis surface system. The surface should be thoroughly cleaned by the use of a power broom or power wash. All oil spots or oily residue shall be removed.

#### **2. CRACKS**

Clean all cracks of loose and unsound material and fill cracks with court patch binder.

Large cracks (1 ½ inch or greater), after being filled, shall be covered with a fiberglass membrane/fabric asphalt pavement reinforcement system in order to waterproof the cracks and assist in reducing reflective cracking. The fabric tape shall then be primed. Membrane material and application shall be installed per manufacturer's specifications and shall conform to State of Illinois Department of Transportation, special provision for reflective crack control system B.

#### **3. RECONSTRUCTION**

a. Stone Base. Apply a minimum of 3 inches of compacted CA-6 stone to the existing surface; run the stone to the edge of the existing courts. Courts must be proof rolled utilizing laser technology to insure proper grade and slope prior to resurfacing.

b. Bituminous Asphalt Course. A **binder course of 1 ½ inches** shall be installed per section 308 of the state specifications and to meet A.S.B.A. standards. Paving machine shall be electronically controlled, self-propelled.

A **surface course of 1 inch** shall be installed for an even, well drained finished playing surface. The surface course shall consist of Illinois Class I ¼ inch aggregate installed per section 308 of the state specifications and to meet A.S.B.A. standards. Paving machine shall be electronically controlled, self-propelled.

c. Slope. The finish elevations must slope 1 inch in each 10 feet on a true plane preferably from side to side unless previously agreed upon as a result of the existing conditions.

#### **4. LOW SPOT/BIRDBATH IDENTIFICATION**

Prior to application of the tennis court surface system, the asphalt concrete surface shall be flooded with water and allowed to drain. Allow one hour to dry at 70 degrees Fahrenheit. Any depressions holding water deeper than a U.S. nickel shall be patched and leveled in accordance with recommendations of the manufacturer of the tennis court surfacing material.

#### **5. COLOR COATING**

The asphalt surface must have had a minimum of fourteen (14) days to cure.

a. Apply two (2) coats of sand filled acrylic resurfacer to the entire court area to fill all voids and produce a uniform texture and even surface. Contractor shall strictly follow manufacturer's recommended mix & dilution rates.

b. Apply two (2) coats of sand filled acrylic color per manufacturer's specifications. The second coat shall be applied upon thorough drying of the first coat.

Inner Court Color (playing surface):	U.S. Open Blue (or equal to be approved by Park District)
Outer Court Color (boundary):	Light Green
Line Color:	Textured White for Adult Play Blue for 10 and Under Play

#### **6. LINE MARKINGS**

Allow a minimum of 24 hours for the color surface to dry before painting the lines.

Two (2) coats of playing lines shall be applied straight, true and accurate per specifications of the A.S.B.A. using Plexipave line marking paint of California Products (or approved equal). Mechanical painting of the lines shall not be accepted (no spraying is allowed).

White textured line markings for standard 78 foot adult playing lines shall be 2 inches in width. The baseline shall be 3 inches in width.

Blue USTA 10 and Under Tennis playing lines for 60 foot court shall be painted in accordance with USTA recommendations for blended lines on the 78 foot courts. Blended lines shall be 1 ½ inches in width. All blended lines shall terminate 3 inches from the 78 foot court playing lines.

#### **7. NET POSTS, SLEEVES AND NET ANCHORS**

Re-install net posts set in sleeves and adjust height to accommodate new court surface.  
Install new center strap anchors at new height.

**8. FENCING**

The contractor shall re-install the existing fencing to emulate the previous fence design.

Straighten fence poles where needed.

Prior to re-installation, fence fabric shall be cut down by approximately six inches so that fence fabric does not extend above the top rail.

Fence fabric shall be installed on the court side of posts.

The bottom of the fence fabric shall be 1 inch above the finished grade.

**9. CLEAN UP**

The Contractor will be responsible for cleaning up the work site area including removing any and all work related debris from the site.

**10. PROTECTION OF PROPERTY**

The contractor shall protect all existing buildings, structures, plant material or other improvements on the site and all public or private thoroughfares so that any work or operations for this project may cause no damage. The contractor shall provide all barricades, lights, signals, fencing, and protection of all kinds required by Federal, State or Municipal law or ordinance, and as Park District determines to provide adequate protection for residents and park patrons. Maintain all of these until directed to remove them.

**11. OTHER**

Rebuild the concrete tennis court entrance to meet the elevation of the new tennis court surface.

The contractor shall be responsible for applying and paying for any and all required building permits through the Village of Barrington Hills.