VILLAGE OF LINCOLNSHIRE

NOTICE TO BIDDERS

HALF COURT ASPHALT BASKETBALL COURT INSTALLATION AT BALZER PARK

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. local time on September 3, 2014, at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, Illinois 60069-3035, at which time and place the bids will be publicly opened.

The proposed project consists of grading, sub base installation, asphalt base layer installation, asphalt finishing layer installation, basketball hoop and goal installation, and basketball court color coat.

Proposal specifications will be made available free of charge at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois beginning August 14, 2014.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Village of Lincolnshire reserves the right to defer the acceptance of a proposal for a period not to exceed 45 calendar days after the date proposals are to be received and to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the Village.

Village of Lincolnshire

Scott Pippen
Superintendent of Administration, Fleet Services, and Facilities

Village of Lincolnshire

Proposal for
Balzer Park Basketball Court Construction

TO: Mayor and Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

FROM: _____
Company

_____
Address

_____
City State Zip

(_____)_____
Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the Balzer Park Basketball Court Construction for the Village of Lincolnshire, Illinois, in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) Revisions to the Prevailing Wage can be found at the website of the Illinois Department of Labor.

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

The undersigned understands that a contract to purchase the product and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal

by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work. The Contractor shall be responsible for identifying any and all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Any errors or omissions in mathematics shall inure to the benefit of the Village of Lincolnshire.

A bid may be declared unacceptable if neither a unit price nor a total price is shown.

The undersigned has received and considered in this proposal the following:

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The undersigned submits a bidder's bond, certified check, bank cashier's check, or a bank draft, in an amount equal to 5% of the proposal. Checks shall be made payable to the "Village of Lincolnshire."

If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

The undersigned agrees to submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Dated this _____day of _____20____.

Respectfully submitted,

_____
Company (Typed)

By _____
Name (Signature)

_____
Name (Typed)

_____
Title (Typed)

PREVAILING WAGE ACT
NOTIFICATION TO CONTRACTORS

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor.

To the extent that the Act applies, 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 and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefore.

UNIT PRICING

Contractor to supply unit pricing for all items in following table:

Item	Units	Quantity	Unit Cost Per Item	Total
1. Mobilization	Lump	1		
2. Earth Excavation/Grading	CY	31		
3. Aggregate Base	CY	57		
4. Top soil / Seed/	SY	375		
5. Leveling Binder 1.5 Inches	Ton	21		
6. Surface Course 1.5 Inches	Ton	21		
7. Color Coat	Sq.Ft.	2024		
8. Basketball Goal & Post	Lump	1		
9. Landscaping / Restoration	Lump			
10. TOTAL				

CONTRACTOR'S CERTIFICATION

_____, of_____,
Illinois, as part of its bid on a contract for
_____for the Village of Lincolnshire,
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

_____, having submitted a bid/proposal for
_____ to the Village of Lincolnshire, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A), 1994.

I, _____ duly authorized agent for _____,
having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:

2. a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or

   b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

By: _____
Signature

_____
Name, printed
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____day
of _____, 20__.

_____
Notary Public
SEAL

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. Examination of Plans, Specifications and Site of Work: The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

2. Preparation of Proposal: The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

3. Bidder's Statement of Competency: The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter addressed to the Village. The bidder’s statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (3) similar projects completed within the last 18 months, and any other pertinent or material facts.

4. Delivery of Proposal: The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder’s name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened. Proposals may not be submitted by email or facsimile.

5. Opening of Proposals: Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

6. Rejection of Proposals: The Village reserves the right to reject a bidder’s proposal

for any of the following causes:
6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.5 Proposal form is other than furnished by the Village.

6.6 Proposal is not accompanied by a proper bidder's statement of competency.

6.7 Lack of qualifications as revealed by the bidder's statement of competency.

6.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

7. Award of Contract:

7.1 Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the Village.

7.2 Upon awarding of this contract the successful bidder shall provide to the Village a performance bond equal to 110% of the contract amount. The performance bond shall be valid for not less than three years from the date of awarding of this contract.

8. Insurance Requirements: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The contractor shall pay the premiums for such insurance in such amount and with such provisions as will protect the Village from contingent liability and a copy of such insurance policy or policies shall be delivered to the Village. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village.

The insurance shall cover:

8.1 General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars ($2,000,000.00) for each item.

8.2 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars ($2,000,000.00).

8.3 Excess liability umbrella coverage of two million dollars ($2,000,000.00) for each occurrence and two million dollars ($2,000,000.00) in aggregate.

8.4 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

9. Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

10. Indemnification

10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 10.

10.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages,

compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. Tax Exempt The Village of Lincolnshire is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to claim this tax exempt status.

12. Delays and Extensions of Time: If the Contractor is delayed at any time in progress of the work by an act or neglect of the Village, or of an employee of either, or of a separate contractor employed by the Village, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Village, at its sole discretion, pending arbitration, or by other causes which the Village, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the Village may determine at its sole discretion.

13. Payment and Holdback

13.1 Payment of invoices submitted before the 15 of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

13.2 Payments: Payments shall be as follows:

Waivers of Mechanics Lien: With each application for payment, submit waiver of mechanics lien for work shown on previous applications. When an application shows completion of an item, submit final or full waivers. The Village reserves the right to designate which entities involved in the work must submit waivers.

13.3 Holdback: An amount equal to 10% of the total bid amount will be held by the Village until the final acceptance. Any charges or penalties owed to the Village will be subtracted from this amount at the time of final payment.

14. Substitutions: Any component may be substituted in accordance with the following conditions:

14.1 The column marked substitution shall be marked with an appropriate reference indicating a substitution. No substitutions shall be allowed unless the substitution column is marked on the proposal in accordance with this section.

14.2 All substitutions must be accompanied by catalog cuts and a text narrative clearly and explicitly detailing how and why the proposed substitution meets or exceeds the specified item.

14.3 Plans and drawings, as applicable, showing the connections and interrelationships to the system must accompany the proposal.

14.4 Any additional wiring, cabling and interconnection changes related to the substitution shall be considered incidental to and included in the price of the proposed substitution.

14.5 The Village, at its sole discretion, shall either accept or reject any item marked as a substitution prior to contract approval.

15. Subcontractor

If Contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The proposal shall include such documentation for each Sub-contractor. Prior to any work being performed by the Sub-Contractor, the Contractor shall submit all the necessary information to the Village regarding Sub-contractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project contact person; and the Village, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

16. Discrepancies

16.1 Prior to the opening of bids, requests for clarification of the plans, specifications, or contract documents shall be submitted in writing to the Village. Clarifications will be issued at the discretion of the bidder. Only clarifications provided in writing shall be relied upon when preparing bids.

16.2 Upon execution of the Contract, any discrepancies between drawings and the plans and specifications shall be subject to interpretation by the Village of Lincolnshire as Owner, in its sole discretion. The Contractor shall immediately, upon finding any discrepancy, request an interpretation from the Village. The Village shall provide a written clarification within 5 working days or the Contractor shall use best judgment.

17. Drug-free Workplace Employees are required to be drug and alcohol free at all times that they are in the workplace. This means that no measurable amount of abuse drug or alcoholic beverage shall be present in the employee's system while on the job, either during the regularly scheduled workday or any overtime or emergency response. Employees must realize that many legal and illegal drugs used for recreational purposes may remain in the system for several days, and that residual amounts of legal and illegal drugs discovered in the system are included in this policy.

18. Smoke-free Workplace No smoking is allowed on the premises of any buildings in the Village of Lincolnshire. **)**

19. Specifications

19.1 SUMMARY - This section includes specifications and general provision for construction of a 48’ x 44’ asphalt basketball court at Balzer Park, 30 Windsor Drive, Lincolnshire, Illinois.

19.2 QUALITY ASSURANCE - The Contractor warrants to the Owner that the materials used and furnished for the work will be new and that the work will be good quality and free from defects for a period of one year from the date of final acceptance by the Owner.

19.3 CONTRACTOR QUALIFICATIONS - Bidder shall have a minimum of 10 years experience in similar asphalt project construction, and upon request shall provide a listing of similar projects which meet this requirement, along with the proper contact name, address and telephone number of the parties that can verify the information. The bidder will perform no less than 70% of the project with his own labor and equipment.

19.4 EXAMINATION OF SITE – The Bidder has examined the soil conditions, traffic patterns, means of access, the drawings, the records of existing utilities, and existing construction, to determine all conditions under which the work will be performed. The records of existing utilities and existing construction represent all conditions known to the owner. A walk through will not be necessary but is encouraged. Bidders are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, and general character of the site, and knowledge of conditions affecting the work. The act of submitting a bid is to be considered as full acknowledgment that the bidder inspected the site and is familiar with the conditions and requirements of these specifications. If there are any questions, please contact Scott Pippen @ (847) 913-2382.

19.5 CODES AND INSPECTIONS - The entire project shall fully comply with all local and state laws and ordinances, and with all the established codes applicable thereto.

19.6 PROTECTION OF PROPERTY - Protect all existing buildings or structures on adjoining properties and all public or private thoroughfares so that no damage may be caused by any work or operations for this project. Protect site at all times from unsafe conditions and secure work area from public access until project completion. Provide all barricades, lights, signals, and protection of all kinds required by federal, state or municipal law or ordinance. Maintain all of these until directed to remove them.

19.7 UTILITIES - To forestall any interrupted services, before any excavation locate all utilities providing services to, through, and around the perimeter of the site, i.e. gas, electric, telephone, water and sewers.

19.8 SITE ENGINEERING - Site engineering, final location of the basketball court, and

the establishment of proper finish elevations are to be coordinated with the Village. All excavation, filling, compacting, grading and leveling work will meet the following requirements: finish paved elevation must slope 1” in each 10’ on a true plane preferably from side to side or end to end and must not deviate more than 3/4” or less than 3/4” from proposed finished elevation. All excavated soil material is to be used on site to level court area and, if necessary, construct a berm along west side of court to assist with the addition of landscaping to screen adjacent residences and prevent court run off from reaching adjacent properties.

19.9 EXCAVATION - To install Basketball Court 48’ x 44’, excavate existing soils to a depth that will accommodate the installation of aggregate base and hot mix asphalt as shown in attached plan view for asphalt court for freeze/thaw climate. If soft areas or poor soil conditions are encountered, the Village will be notified and an adjustment to the contract may be necessary. Dig out existing material up to 12”. Install 1½” crushed gravel and compact. Fine grade sub-base, and proof roll with an 8 ton vibratory compactor.

19.10 AGGREGATE BASE - Furnish and install a minimum of 6 inches of compacted ca-6 stone utilizing laser technology to insure proper grade and slope; roll to compaction. Surface of compacted base shall not vary more than 1/2 inch in ten feet.

19.11 BASKETBALL GOAL AND POST INSTALLATION - Installation of the hoop should be on one side of the court and cemented in the ground before asphalt is installed. One Regulation 10 foot fixed height basketball hoop that will be secured in ground per manufacturer’s installation specifications and instructions. Hoop should meet or exceed the specifications of the Gared Super-Duty Gooseneck Package containing the Super-Duty Extended Gooseneck Post with 6’ Safe Play, V-Brace Package for 5 9/16" Dia. Gooseneck Posts, 42" x 72" Rectangular Acrylic Backboard, and Gared 8800 Endurance Double Rim Breakaway Basketball Goal. Contractor to provide proposed basketball hoop and post specifications for approval to Village prior to installation.

19.12 HOT MIX ASPHALT BINDER COURSE - A binder course of Leveling Binder (Machine Method) N50, 2 inches Depth will be installed per section 308 of the Illinois Department Transportation Standard Specifications for Road and Bridge Construction specifications and to meet all A.S.T.M. standards. Paving machine shall be electronically controlled, self-propelled.

19.13 HOT MIX ASPHALT SURFACE COURSE - A surface course of Hot Mix Asphalt Mix “D”, N5O (MOD), 1 inch Depth will be installed to develop an even, well drained finished playing surface per section 308 of the Illinois Department Transportation Standard Specifications for Road and Bridge Construction specifications and to meet all A.S.T.M. standards. Paving machine shall be electronically controlled, self-propelled.

Finish elevations must slope 1” in each 10’ on a true plane preferably from side to side.

19.14 BASKETBALL COURT COLOR COAT SYSTEM - Surface of asphalt must have had a minimum of fourteen days to cure, to be free of light oils and must present a water break-free surface.

Prior to application of color finish system, the courts will be flooded with water and allowed to drain. Then, if remaining water covers a five-cent piece, that area: patched and leveled in accordance with recommendations by the manufacturer of the color finish system specified.

Apply one (1) coat sand filled acrylic resurfacer to fill all voids and produce a uniform surface texture as recommended by manufacturer.

Apply two (2) coats ** DecoColor MP Classic ** acrylic color or approved equal with sand per manufacturer's specifications; colors to be as follows: Winter Green playing surface and Adobe Tan for the boundary. See color chart at http://www.decoturf.com/tennis/court-colorizer/.

Court markings to be completed using ** Deco Color ** line marking paint or approved equal, layout, install masking tape and paint all playing lines. No spraying will be allowed.

20. Clean Up

20.1 The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his work. Tools, equipment and surplus materials shall be removed upon completion of the work.

If the Contractor fails to clean up as provided in the Contract Documents, the Village may do so and the cost thereof shall be charges to the Contractor or subtracted from any holdback amount.

20.2 Final cleaning of each surface or unit shall be done to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Remove labels that are not permanent. Clean exposed hard-surface finishes to a dust-free condition, free of stains, films, and similar foreign substances. All disturbed landscaping and amenities shall be restored to their original condition prior to disruption by construction activities using pulverized top soil free of rocks, clay, roots, and debris, a 70% Bluegrass 30% Perennial Ryegrass seed mix, and straw blanket. Landscaping will be replaced with like plantings, and all pathways repaired to pre-project condition.

21. Functional/Operational: The Village, at its sole discretion, shall make the determination of "functional and operational" in the event of any questions, disputes, or concerns regarding this Contract.

The Village, shall submit a notice of final acceptance to the Contractor in order to release any payment money held by the Village or final payments, less any deductions for penalties or other charges.

22. Final Acceptance

22.1 Preliminary procedures - Before requesting final payment, complete the following.

List any exceptions in the request for final payment.
Submit the final payment request with releases, waivers of liens, and supporting documentation not previously submitted and accepted.

Submit an updated final statement, accounting for final additional changes to the Contract Sum. Submit the notice of final acceptance from the Village along with all other documentation.

22.2 Inspection/Re-inspection Procedure: The Village will inspect or re-inspect the work upon receipt of notice that the work, including inspection list items from any earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Village.

Upon completion of inspection or re-inspection, the Village will prepare a notice of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, re-inspection will be repeated.

23. Liens/Waivers: The Contractor shall submit in a timely manner a waiver of lien for each and every item of equipment procured or installed under this contract. No payment shall be made to the Contractor until all necessary waivers of lien are submitted to the Owner.

24. Warranty: The Contractor shall guarantee that the materials and workmanship of the installed equipment are of the highest quality in every respect and that he will make good any defects in materials or workmanship which may develop within one year from the date of final acceptance, at no cost to the Village.

All merchandise furnished by the Contractor is hereunder is unconditionally warranted by the Contractor for one year against defects in materials or workmanship.

If defects appear due to faulty workmanship or materials within the warranted period, the Contractor will upon receipt of notice thereof repair or replace same without charge to the Village. All other services furnished by the Contractor after installation and acceptance will be provided by the Contractor at the regular hourly rate for the trade required. The Contractor will provide such service through its own mechanics and

subcontractors and shall charge only the effective rate with no profit added. Replacement merchandise and parts other than those furnished under warranty shall be provided at the same rates as the basic products sold under these General Conditions.

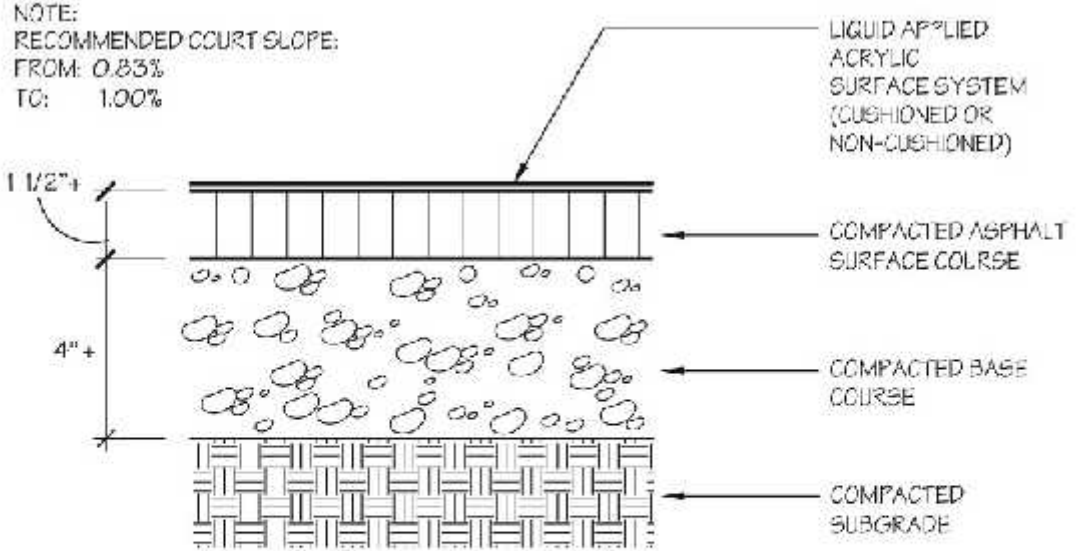
In the case of any work performed in correcting defects pursuant to the guarantees provided for by the Contractor the guarantee period shall begin anew from the date of the notice of acceptance of the repair work.

The forgoing remedies shall not deprive the Village of any action, right or remedy otherwise available for breach of any of the provisions of the Contract Documents by the Contractor and the periods referred to above and shall not be construed as a limitation on the time in which the Village may pursue other action, right or remedy.

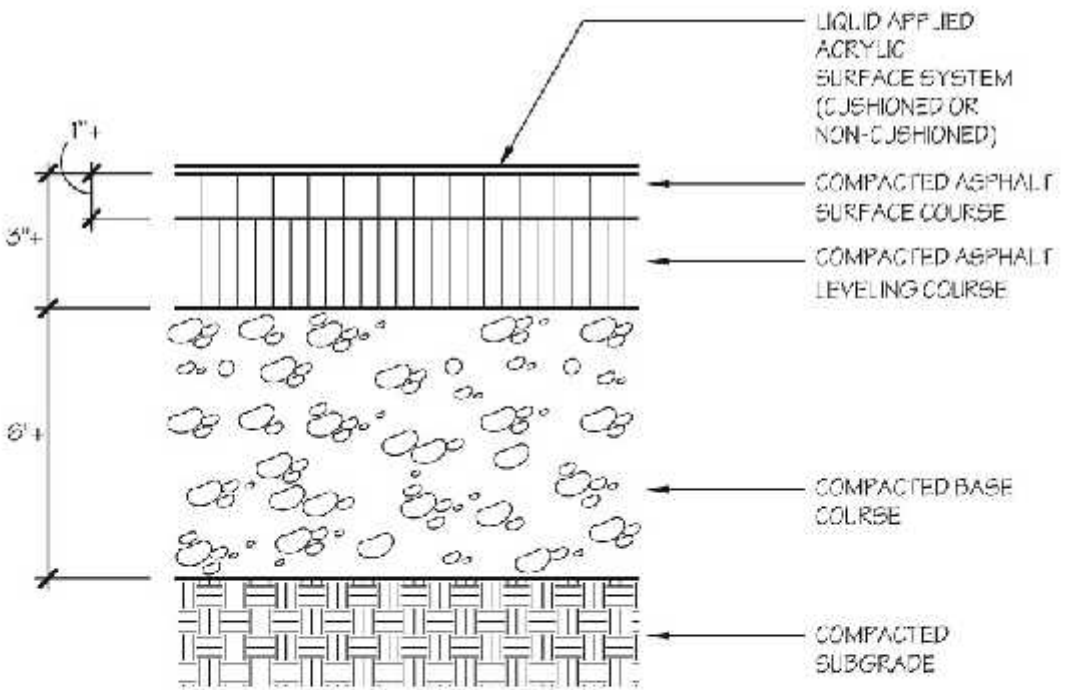
25. Penalty: A dollar amount calculated by dividing the proposal figure submitted in the Schedule of Unit Prices for item #10 by the 45 day contract period, but no less that $250.00 shall be used in determining the penalty amount.

The Penalty amount shall be deducted from the final payment for each day or portion thereof, that the Contractor exceeds the 45 day construction period, which begins on the 10th day after the date of the notice to proceed is provided by the Village, less any authorized delays or extensions as allowed by the Village, at its sole discretion.

NOTE:
RECOMMENDED COURT SLOPE:
FROM: 0.83%
TO: 1.00%



ASPHALT COURT FOR NON FREEZE/THAW CLIMATE



ASPHALT COURT FOR FREEZE/THAW CLIMATE

ASPHALT COURT SECTIONS

NOT TO SCALE

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