

**VILLAGE OF LINCOLNSHIRE
CITY OF EVANSTON**

NOTICE TO BIDDERS

**NORTH PARK TENNIS COURT RESURFACING PROJECT
LOVELACE PARK TENNIS COURT RESURFACING PROJECT**

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. on February 28, 2019, at the Village Hall, located at One Olde Half Day Road, Lincolnshire, IL 60069, at which time and place the proposals will be publicly opened.

The proposed project consists of the resurfacing and equipping of two tennis courts located at North Park in Lincolnshire located at 1025 Riverwoods Road, Lincolnshire, Illinois 60069 and Lovelace Park in Evanston located at Gross Point Rd. and Thayer Street, Evanston, Illinois 60201. Proposal specifications will be made available free of charge beginning February 4, 2019, at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois or on the Village website at www.lincolnshireil.gov

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). This project is considered to be a maintenance project.

The Village of Lincolnshire reserves the right to defer the acceptance of a bid, to accept or reject any and all bids, to waive technicalities and to accept the bid which best meets the needs and requirements of the Village as outlined in the Request for Bidders.

VILLAGE OF LINCOLNSHIRE

Bradford H. Woodbury
Public Works Director

**VILLAGE OF LINCOLNSHIRE
CITY OF EVANSTON
2019 NORTH PARK AND LOVELACE PARK TENNIS
COURT RESURFACING PROJECT**

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 to conduct the **North Park Tennis Court Resurfacing Project** for the Village of Lincolnshire, Illinois and the **Lovelace Park Tennis Court Resurfacing Project** for the City of Evanston 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.

The undersigned agrees that the contract shall be for a one year period, but shall provide that it can be extended, on an annual basis, at the option of the Village of Lincolnshire in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

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.

RETURN WITH BID

The Contractor understands that a contract to purchase products 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 undersigned has received and considered in this proposal the following:

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

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

By _____
Title

RETURN WITH BID

VILLAGE OF LINCOLNSHIRE

2019 NORTH PARK TENNIS COURT RESURFACING

BID FORM

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lincolnshire, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

LOCATION: NORTH PARK , 1025 RIVERWOODS ROAD, LINCOLNSHIRE, IL 60069

FOR THE LUMP SUM OF _____ Dollars (\$ _____)

[Include breakdown of unit and total prices for items as required.]

RETURN WITH BID

CITY OF EVANSTON

LOVELACE PARK TENNIS COURT RESURFACING PROJECT

BID FORM

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lincolnshire, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

LOCATION: LOVELACE PARK, GROSS POINT RD. AND THAYER STREET, EVANSTON, ILLINOIS 60201

BASE BID SUM OF _____ **Dollars (\$** _____ **)**

ALLOWANCE SUM OF Ten Thousand _____ **Dollars (\$** 10,000.00 **)**

FOR TOTAL LUMP SUM OF _____ **Dollars (\$** _____ **)**

[Include breakdown of unit and total prices for items as required below.]

Unit Prices:

The undersigned submits the following UNIT PRICING LIST to be performed as described in the specifications, and agrees that items of work not specifically mentioned which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. **Include the total cost of each unit price item in the Lump Sum Base Bid Amount above.**

Item	Description	Unit	Base Bid Quantity	Unit Price*
1	Remove and replace 10' high chain link fence fabric	FOOT	100	\$
2	Remove and replace line post and footing (10' exposed height)	EA	10	\$
3	Crack Repair	FOOT	600	\$

* Costs to be provided by Bidder

Allowance:

The allowance is intended to address items not able to be precisely determined prior to bidding including unforeseen conditions that are discovered during the course of construction. At the end of the project, unspent allowance shall be credited to owner via change order.

RETURN WITH BID

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
North Park Tennis Court Resurfacing to the Village of Lincolnshire and **Lovelace Park
Tennis Court Resurfacing Project** to the City of Evanston, 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

RETURN WITH BID

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.

RETURN WITH BID

CONTRACTOR REFERENCES

Please list below four (4) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/
Award Amount: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____

Contact
Person/Telephone
Number: _____
Dates of Service/
Award Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/
Award Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/
Award Amount: _____

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

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 City/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 City/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, method and frequency for notification of client to conduct work and follow-up and contact name with telephone number of at least (5) similar projects completed within the last 24 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 City/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.

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 City/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 City/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 judgement of the City/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 City/Village.
- 7.2 Upon awarding of this contract the successful bidder shall provide to the City/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 insurance policy shall name the City/Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the City/Village. The insurance shall cover:

- 8.1 Injury or death of a single person in the amount of \$2,000,000.00
- 8.2 Injury to more than one person in a single accident in the amount of \$2,000,000.00.

8.3 Property damage in the amount of \$2,000,000.00 and shall meet all the other requirements in section 7-1-7 of the Village Code.

8.4 Worker's Compensation, as required by Illinois Revised Statutes.

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 City/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 City/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 and City of Evanston are tax exempt bodies. All purchases of materials subject to a sales or use tax shall be coordinated with the City/Village 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 City/Village, or of an employee of either, or of a separate contractor employed by the City/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 City/Village, at its sole discretion, pending arbitration, or by other causes which the City/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 City/Village may determine at its sole discretion.

13. Payment and Holdback:

Village of Lincolnshire - The Village pays invoices on the first and third Mondays of each month. All invoices must be submitted for payment one week prior to each board meeting which generally fall on the first and third Mondays of each month. Invoices will be submitted for approval by the Village Board at each respective board meeting and payment will be made the following business day once approved.

Lincolnshire invoices should be submitted to the following individual for payment:

Brad Woodbury-Public Works Director
One Olde Half Day Road
Lincolnshire, IL 60069

City of Evanston - The City pays invoices on the second and fourth Monday of each month. All invoices must be submitted for payment two weeks prior to each City Council meeting which generally fall on the second and fourth Monday of each month. Invoices will be submitted for approval by the City Council at each respective meeting and payment will be made the following business day once approved. All invoices must be accompanied by the appropriate waivers of lien and certified payrolls.

Evanston invoices should be submitted to the following individual for payment:

Chris Venatta, PE - Senior Project Manager
2100 Ridge Avenue
Evanston, IL 60201

14. 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 City/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 City/Village, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

15. Clean Up: 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 City/Village may do so and the cost thereof shall be charged to the Contractor or subtracted from any holdback amount.

16. Final Acceptance:

16.1 Preliminary procedures - Before requesting final payment, complete the following:

- List any exceptions in the request for final payment.
- Submit an updated final statement, accounting for final additional changes to the Contract.
- Submit the notice of final acceptance from the City/Village along with all other documentation.

16.2 Inspection/Re-inspection Procedure: The City/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 City/Village. Upon completion of inspection or re-inspection, the City/Village will prepare a notice of final acceptance, or advise the Contractor of work that is incomplete or obligations that have not been fulfilled but are required for final acceptance.

2019 VILLAGE OF LINCOLNSHIRE NORTH PARK TENNIS COURT RESURFACING SPECIFICATIONS

1. SCOPE OF WORK:

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to reconstruct four all-weather tennis courts specified within the specified time frame and in a professional manner within the Village of Lincolnshire. The Village of Lincolnshire 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. The two tennis courts are located at 1025 Riverwoods Road in Lincolnshire, Illinois. All materials used and design involved in this project shall be in accordance with American Sports Builders Association guide specifications.

2. EXAMINATION OF SITE

Bidder must visit the site before bidding and examine the soil conditions, traffic patterns, means of access, drawings and records of existing utilities and existing construction to determine all conditions under which the work will be performed. All records of existing utilities and existing construction represent all conditions known to the owner.

3. SIZE OF COURTS:

- The newly reconstructed courts are to emulate the older existing court's design, layout and dimensions. Total Approximate dimensions are as follows:
North Park Tennis Courts: 105 feet by 115 feet

4. DEMOLITION:

- Surface removal may be performed as needed without removing the fencing. Nets and poles shall be removed, stored and re-installed by the contractor as needed.
- Set up and install temporary construction fencing around the entire construction area as required for equipment and material storage or to keep park users out of the tennis court area.

5. SURFACE REMOVAL:

- Existing surface shall be milled 2 ¼" deep. Millings shall be properly disposed of off-site by the contractor.

6. SITE LOCATION:

NORTH PARK 1025 RIVERWOODS ROAD,
LINCOLNSHIRE, IL 60069 – 2 TENNIS COURTS APPROX (12,000 SF) 105FT X 115FT



1025 Riverwoods Rd

NORTH PARK TENNIS COURT RESURFACING - 1025 RIVERWOODS ROAD, LINCOLNSHIRE, IL 60069
12,000 SF 105 FT WIDTH X 115 FT LENGTH



7. FULL DEPTH PATCHING/CRACK FILLING:

There are approximately 200' linear feet of cracks that may require full depth patching filling. The need for patching vs filling will be determined by Village staff once the surface has been removed. All patches will be required to be full depth (estimated to be 4" – 6" deep by 2 feet wide) in accordance Section 442 of the latest IDOT Standard Specifications. Saw-cutting of these areas is also included in this item. Cracks not as severe may be filled in a manner consistent with American Sports Builders Association guide specifications.

8. INSTALLATION OF COURTS:

- The courts are to be constructed to the same elevation as the existing court.
- Supply and install one, 3/4 inch layer of leveling binder course of hot plant mix asphalt (machine method). This work shall be done in accordance with the applicable portions of Article 406 of the Standard Specifications and the latest IDOT District One Mix Selection criteria.

- Supply and install one 1-1/2 inch layer of surface course of hot plant mix asphalt with a maximum aggregate size of three-eighths of an inch, in accordance with the specifications of the Asphalt Institute, shall be constructed over the asphalt leveling course to a compacted thickness of no less than one and one half inches giving a total asphalt thickness of no less than 2 1/4" inches.

9. COURT SURFACING:

- One hundred percent premium blend acrylic color finish system to include the following and to be obtained from one supplier:
 - Patching material (acrylic)
 - Resurface
 - Color coating
 - Line paint
- Acceptable manufacturers (or equivalent) are:
 - Novacrylic by Nova Sports U.S.A (508-473-6540)
 - Plexipave Sport Surfacing (978-623-9980)
 - DecoColor by Deco Turf (800-332-6178)
 - Elite Sport Coating System and/or Elite Acrylic Resurfacer Products (815-588-3700)
- Court coating shall consist of one color to match the existing color scheme used throughout the courts, plus white line paint. The side edge of the perimeter of the court shall also be color coated approximately 6" high-Colors must be approved by the Village. (see photo for example)



10. EXECUTION:

- Follow manufacturer's instructions regarding installation of base coats, finish coats, and all final curing duration.
- Low Spot-Birdbath Identification- The entire court surface shall be flooded with clean potable water. Allow 1 hour at 70 degrees Fahrenheit of favorable drying conditions, and then check for birdbaths using a U.S. nickel. Any areas where water covers the nickel should be patched and leveled with Latexite Acrylic Patch Binder.

- Resurface Coats- After bituminous asphalt has cured for at least 2 days, **two** resurface coats shall be applied over the bituminous asphalt surface. One coat shall be applied lengthwise of the court(s) and the second coat shall be applied crosswise.
- Color Coats- After resurface coating, two coats of color shall be applied except for high traffic area three feet behind baseline to service line which shall receive one initial extra coat.
- Line Striping:
 - Sweep and clean surface to eliminate loose material and dust.
 - Line shall be taped in order to assure razor sharp edges prior to painting.
 - Two coats of acrylic line paint shall be applied accurately and in accordance with the USTA.

11. FENCING:

- The contractor shall remove and re-install the existing fencing and posts as needed in order to complete the tennis court work. Once work is complete, the fence shall emulate the previous fence and post design.
- Line and terminal post shall be set in concrete foundation no less than ten inches in diameter and no less than thirty-six inches in depth (if new installations are required).
- New court surface shall not be disturbed or cut to install fencing posts.

12. ACCESS:

General access to site with construction equipment will be provided by owner. Contractor will remove necessary fencing to gain access to courts (3 foot wide gate is available for entry) with construction equipment, store on site for re-installation. Contractor will be required to remove existing net posts, center strap anchors and concrete foundations (as required) and dispose of off-site in a legal manner.

13. CONSTRUCTION NOISE:

Construction noise shall be minimized as follows:

- a. All engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation, and properly maintained to prevent excessive or unusual noise.
- b. Working hours shall be in accordance with the Lincolnshire Village Code, which states work in the Village may take place only between the hours of 7:00 A.M. to 7:00 P.M. Monday through Friday and 8:00 A.M. to 6:00 P.M. on Saturday. No work of any kind may take place on Sundays.

14. PROTECTION OF PROPERTY:

Protect all existing structures or adjoining properties and all public or private thoroughfares so that no damage may be caused by any work or operations for the project. The contractor shall at all times have the construction site barricaded off to the general public when work is not occurring.

Streets and work areas shall be kept in a neat and orderly manner. The contractor shall clean dirt and debris from the streets adjacent to the site on a daily basis or as directed by the Village.

15. TRUCKING PERMITS:

All trucks over six (6) tons per axle must have a Truck Weight Permit issued by the Village of Lincolnshire Police Department, located at One Olde Half Day Road. Truck routes may also be restricted due to other street conditions. There is no charge for these permits. Riverwoods Road south of Route 22 is under the jurisdiction of Lake County Division of Transportation.

16. UTILITIES:

The contractor shall be responsible for notifying all utility companies for identifying all the locations of underground utilities within the project work area. Contractor must call J.U.L.I.E. at 1-800-892-0123 48 hours in advance.

17. QUALIFICATIONS AND REFERENCES:

Bidder must have at least five years' experience in tennis court construction and must provide at least three references for projects of similar size.

18. WARRANTY:

The contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty which guarantees that all work is in accordance with the Plans and Specifications and without defects. This warranty shall guarantee all work for a period of one year. The contractor shall also deliver to the Village a waiver of lien for all material use supplied which was not supplied by the Village. If within the guarantee period, any work is found to be defective, the contractor shall promptly, without cost to the Village and in accordance with the Village's written instructions, either correct such defective work or remove it from the job site and replace it with non-defective work. If the contractor does not promptly comply with the terms of such instructions, the Village may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such repair or replacement of work shall be paid or reimbursed by the contractor to the Village.

19. OTHER:

- The Contractor will be responsible for cleaning up the work site area including removing any and all work related debris from the site.
- Contractor will be responsible for the repair of any ruts or any other damage that are caused during the execution of this contract. Any damage to the infrastructure by the contractor during the terms of this contract shall be repaired at the sole expense of the Contractor within ten (10) days of the damage.

2019 CITY OF EVANSTON LOVELACE PARK TENNIS COURT RESURFACING SPECIFICATIONS

1. SCOPE OF WORK:

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to reconstruct six all-weather tennis courts specified within the specified time frame and in a professional manner within the City of Evanston. The City of Evanston 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. The six tennis courts are located at Gross Point Rd. and Thayer Street, Evanston, Illinois. All materials used and design involved in this project shall be in accordance with American Sports Builders Association guide specifications.

2. EXAMINATION OF SITE(S)

Bidder must visit the site before bidding and examine the soil conditions, traffic patterns, means of access, drawings and records of existing utilities and existing construction to determine all conditions under which the work will be performed. All records of existing utilities and existing construction represent all conditions known to the owner.

3. SIZE OF COURTS:

- The newly reconstructed courts are to emulate the older existing court's design, layout and dimensions. Total Approximate dimensions are as follows:
Lovelace Park Tennis Court: 300 feet by 120 feet.

4. DEMOLITION:

- Fence fabric shall be removed and reset as required to access the tennis court surface for the work. Nets and net posts shall be removed and delivered to the City. Net post sleeves shall be protected from damage throughout the demolition and milling process. All net anchors shall be removed and disposed of properly
- Set up and install temporary construction fencing around the entire construction area as required for equipment and material storage or to keep park users out of the tennis court area.

5. SURFACE REMOVAL:

- Existing surface shall be milled 2 ¼" deep. Millings shall be properly disposed of off-site by the contractor.

6. SITE LOCATIONS:

LOVELACE PARK - GROSS POINT RD. AND THAYER STREET
EVANSTON, IL 60201 – 6 TENNIS COURTS APPROX (36,000 SF) 300FT X 120FT



7. CRACK FILLING AND REPAIR:

The existing courts are four inches of HMA over a concrete base. There are approximately 600 linear feet of cracks that may require repair. The need for repair will be determined by City staff once the surface has been removed. Cracks shall be filled in accordance with Section 406 of the latest IDOT Standard Specifications per the item Mixture For Cracks, Joints, And Flangeways. After the cracks are filled, a fiberglass fabric repair system shall be installed in accordance with Section 444 of the latest IDOT Standard Specifications.

8. INSTALLATION OF COURTS:

- The courts are to be constructed to the same elevation as the existing court.
- Supply and install one, 3/4 inch layer of leveling binder course of hot plant mix asphalt (machine method). This work shall be done in accordance with the applicable portions of Article 406 of the Standard Specifications and the latest IDOT District One Mix Selection criteria.

- Supply and install one 1-1/2 inch layer of surface course of hot plant mix asphalt with a maximum aggregate size of three-eighths of an inch, in accordance with the specifications of the Asphalt Institute, shall be constructed over the asphalt leveling course to a compacted thickness of no less than one and one half inches giving a total asphalt thickness of no less than 2 1/4" inches.

9. COURT SURFACING:

- One hundred percent premium blend acrylic color finish system to include the following and to be obtained from one supplier:
 - Patching material (acrylic)
 - Resurface
 - Color coating
 - Line paint
- Acceptable manufacturers (or equivalent) are:
 - Novacrylic by Nova Sports U.S.A (508-473-6540)
 - Plexipave Sport Surfacing (978-623-9980)
 - DecoColor by Deco Turf (800-332-6178)
 - Elite Sport Coating System and/or Elite Acrylic Resurfacer Products (815-588-3700)
- Court coating shall consist of blue inside the playing area with green outside of the playing area, plus white line paint. In addition, three courts shall have additional yellow line paint for pickleball markings. All colors shall be submitted and approved by the City of Evanston before installation. The side edge of the perimeter of the court shall also be color coated approximately 4" high.
(see photo for example)



10. EXECUTION:

- Follow manufacturer's instructions regarding installation of base coats, finish coats, and all final curing duration.
- Low Spot-Birdbath Identification- The entire court surface shall be flooded with clean potable water. Allow 1 hour at 70 degrees Fahrenheit of favorable drying conditions, and

then check for birdbaths using a U.S. nickel. Any areas where water covers the nickel should be patched and leveled with Latexite Acrylic Patch Binder.

- Resurface Coats- After bituminous asphalt has cured for at least 2 days, **two** resurface coats shall be applied over the bituminous asphalt surface. One coat shall be applied lengthwise of the court(s) and the second coat shall be applied crosswise.
- Color Coats- After resurface coating, two coats of color shall be applied except for high traffic area three feet behind baseline to service line which shall receive one initial extra coat.
- Line Striping:
 - Sweep and clean surface to eliminate loose material and dust.
 - Line shall be taped in order to assure razor sharp edges prior to painting.
 - Two coats of acrylic line paint shall be applied accurately and in accordance with the USTA.
 - Three courts will receive an additional two coats of yellow acrylic line paint applied accurately and in accordance with the USA Pickleball Association court dimensions.

11. FENCING:

- The contractor shall remove and re-install the existing fencing and posts as needed in order to complete the tennis court work. Once work is complete, the fence shall emulate the previous fence and post design.
- Before any fence is removed, the contractor shall identify with the City which sections of fence are damaged and need to be replaced with new fence at the completion of the job. Any additional fence that is not identified in the beginning of the work that is damaged by the contractor shall be replaced at no cost to the City.
- Line and terminal post shall be set in belled concrete foundation that are twelve inches in diameter at the top and sixteen inches in diameter at the bottom, and no less than forty-eight inches in depth (if new installations are required).
- New court surface shall not be disturbed or cut to install fencing posts.

12. ACCESS:

General access to site with construction equipment will be provided by owner. Contractor will remove necessary fencing to gain access to courts. Any grassed areas that are impacted for means of access shall be sodded at the completion of the project. Any pathways or sidewalks that are damaged during construction shall be replaced as necessary.

13. CONSTRUCTION NOISE:

Construction noise shall be minimized as follows:

- a. All engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation, and properly maintained to prevent excessive or unusual noise.

b. Working hours shall take place only between the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday and 8:00 A.M. to 5:00 P.M. on Saturday. All Saturday work must be approved by the City 48 hours in advance. No work of any kind may take place on Sundays.

14. PROTECTION OF PROPERTY:

Protect all existing structures or adjoining properties and all public or private thoroughfares so that no damage may be caused by any work or operations for the project. The contractor shall at all times have the construction site barricaded off to the general public when work is not occurring. Streets and work areas shall be kept in a neat and orderly manner. The contractor shall clean dirt and debris from the streets adjacent to the site on a daily basis or as directed by the Village.

15. ADDITIONAL EQUIPMENT:

Included in this contract shall be the procurement and installation of the following tennis and pickleball equipment:

- Tennis Posts shall be as manufactured by Douglas Industries Inc., 1-800-553-8907, www.douglas-sports.com/ or approved equal.
 - Model shall be DTP-37 Tennis Posts,
 - Finish shall be forest green
- Pickleball Net Adjusters shall be as manufactured by Convert-a-Net, 813-766-7728, <https://convertanet.com/>. The Contractor shall provide 6 net adjusters.
- Net Anchors shall be as manufactured by Douglas Industries Inc., 1-800-553-8907, www.douglas-sports.com/ or approved equal.
 - Center Pipe Anchor Item# 63428
- Tennis Nets shall be as manufactured by Douglas Industries Inc., 1-800-553-8907, www.douglas-sports.com/ or approved equal.
 - Item # 30038TD – Net TN-36DMT-tapered,
 - Center Strap shall be Delux ACS (Item #20600)

16. UTILITIES:

The contractor shall be responsible for notifying all utility companies for identifying all the locations of underground utilities within the project work area. Contractor must call J.U.L.I.E. at 1-800-892-0123 48 hours in advance.

17. QUALIFICATIONS AND REFERENCES:

Bidder must have at least five years' experience in tennis court construction and must provide at least three references for projects of similar size.

18. WARRANTY:

The contractor shall execute and deliver to the City, before final payment will be issued, a written warranty which guarantees that all work is in accordance with the Plans and Specifications and without defects. This warranty shall guarantee all work for a period of one year. The contractor shall also deliver to the City a waiver of lien for all material use supplied which was not supplied

by the City. If within the guarantee period, any work is found to be defective, the contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective work or remove it from the job site and replace it with non-defective work. If the contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such repair or replacement of work shall be paid or reimbursed by the contractor to the City.

19. OTHER:

- The Contractor will be responsible for cleaning up the work site area including removing any and all work related debris from the site.
- Contractor will be responsible for the repair of any ruts or any other damage that are caused during the execution of this contract. Any damage to the infrastructure by the contractor during the terms of this contract shall be repaired at the sole expense of the Contractor within ten (10) days of the damage.

CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village", and, the City of Evanston, County of Cook, State of Illinois, hereinafter called the "City" _____, of _____ (address) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the **North Park Tennis Court Resurfacing** and the **Lovelace Park Tennis Court Resurfacing Project**, in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Plans and Specifications, and Schedule of Unit Prices all of which are made a part hereof and herein called "Contract Documents."

2. All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for **North Park Tennis Court Resurfacing** and the **Lovelace Park Tennis Court Resurfacing Project**, and Supplemental Special Provisions of this contract, form part and partial this contract as if they were fully set forth herein.

3. The owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

4. This agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Attest:

By _____
Signature
Barbara Mastandrea, Village Clerk

Village of Lincolnshire:

By _____
Signature
Elizabeth J. Brandt, Mayor

Attest:

Signature

Printed Name and Title

(Contractor)

Signature

Printed Name and Title

Attest:

By _____

Signature

Devon Reid, City Clerk

Attest:

Signature

Printed Name and Title

City of Evanston:

By _____

Signature

Stephen H. Hagerty, Mayor

(Contractor)

Signature

Printed Name and Title