

**CANTON PARK DISTRICT
BIG CREEK PARK TENNIS COURTS SURFACE COLOR COATING SYSTEM
940 N. MAIN STREET
CONTRACT DOCUMENTS
APRIL 2018
PROJECT 18-005**

INVITATION TO BID

The proposed WORK is officially known as the “**Canton Park District Project 18-005: Big Creek Park Tennis Courts Surface Color Coating System**” and is further described as follows:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Asphalt tennis court surface color coating system.

1.2 RELATED REQUIREMENTS

A Section 32 12 16.36 - Athletic Asphalt Paving

1.3 REFERENCE STANDARDS

A. American Sports Builders Association (ASBA).

B. United States Tennis Association (USTA) Rules of Tennis.

1.4 SUBMITTALS

A Comply with Section 01 33 23 - Shop Drawings, Product Data and Samples.

B. Product Data: Submit manufacturer's product data, including surface and joint preparation and application instructions.

C. Samples: Submit manufacturer's color samples of color coating.

D. Test Reports: Submit independent test results for solar reflectance index.

E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.

F. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, and date of application.

G. Applicator's Project References: Submit applicator's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.

H. Warranty Documentation: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt tennis court surface color coating systems of similar type to that specified.
2. United States owned company.
3. Member: ASBA.

B. Applicator's Qualifications:

1. Applicator regularly engaged, for past 3 years, in application of tennis court surface color coating systems of similar type to that specified.
2. Employ persons trained for application of tennis court surface color coating systems.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until application.
3. Store materials in clean, dry area indoors.
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and application to prevent contamination or damage.
7. Close containers when not in use.

1.7 AMBIENT CONDITIONS

A. Do not apply asphalt tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.

B. Do not apply asphalt tennis court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 - PRODUCTS

2.1 MANUFACTURER (Basis of Design)

A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870.
Phone: 800-326-1994. Fax: 877-825-9226. Website: www.sportmaster.net. E-mail: info@sportmaster.net.

2.2 MATERIALS

A. Asphalt Tennis Court Surface Color Coating System: SportMaster Color Coating System.

B. Crack Sealant: Sport Master "Crack Magic". (Basis of Design)

1. 100 percent acrylic emulsion elastomeric crack sealant.
2. Seals cracks up to 1/2 inch wide in asphalt pavement.
3. Weight per Gallon at 77 Degrees F: 8.8 Ibs., plus or minus 0.5 Ibs.
4. Non-Volatile Material: 61 percent, plus or minus 5 percent.

C. Crack Filler: SportMaster "Acrylic Crack Patch". (Basis of Design)

1. 100 percent acrylic emulsion trowel-grade crack filler.
2. Fills cracks in asphalt pavement up to 1 inch wide.
3. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 10.0 percent.

- b. Hiding Pigment: 0.2 percent.
 - c. Mineral Inert Fillers: 78.0 percent.
 - d. Film Formers, Additives: 1.8 percent.
 - e. Water: 8.5 percent.
 - 4. Weight per Gallon at 77 Degrees F: 15.2 Ibs., plus or minus 1.0 Ibs.
 - 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 - 6. Color: Neutral
- D. Patch Binder: SportMaster "Acrylic Patch Binder". (Basis of Design)
 - 1. 100 percent acrylic emulsion liquid binder.
 - 2. Mix on-site with sand and cement.
 - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
 - 4. Fills Cracks in Asphalt up to 1" in width.
 - 5. Weight per Gallon at 77 Degrees F: 8.8 Ibs., plus or minus 0.5 Ibs.
- E. Filler Course: SportMaster "Acrylic Resurfacer". (Basis of Design)
 - 1. 100 percent acrylic emulsion resurfacer.
 - 2. Mix on-site with silica sand.
 - 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
 - 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.
 - 5. Weight per Gallon at 77 Degrees F: 8.5 Ibs., plus or minus 0.5 Ibs.
 - 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
 - 7. Color: Neutral
- F. Color Coating: SportMaster "ColorPlus System". (Basis of Design)
 - 1. 100 percent acrylic emulsion coating.
 - 2. Mix on-site with silica sand and water.
 - 3. Color coats tennis and multipurpose courts.
 - 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs,
 - 5. Color: Light Blue (Court) and Light Green (Perimeter)
- G. Line Markings Primer: SportMaster "Stripe-Rite". (Basis of Design)
 - 1. 100 percent acrylic emulsion primer, clear drying.
 - 2. Primes line markings and prevents bleed-under for sharp lines,
 - 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
 - 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
 - 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.
- H. Line Paint: SportMaster "Textured Line Paint". (Basis of Design)
 - 1. Pigmented, 100 percent acrylic emulsion line paint.

2. Line marking on asphalt tennis courts.
3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
6. Color: White

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine asphalt tennis court surfaces to receive color coating system.
- B. Verify asphalt tennis courts meet ASBA requirements.
- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt tennis court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt tennis court surface color coating system.
- D. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt tennis court surface color coating system. Pressure wash entire surface.
- E. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- F. Level depressions $1/8$ inch and deeper with patch binder in accordance with manufacturer's instructions.
- G. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- H. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.

C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.

D. Filler Course:

1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot.
2. Apply 1 coat on existing acrylic surfaces with minimal repairs.

E. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.

F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

A. Layout tennis court line markings in accordance with USTA Rules of Tennis.

B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.

C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

A. Allow a minimum of 24 hours curing time before opening tennis courts for play.

B. Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

PART 4 – BIDDING INFORMATION

1. Bids for the **Canton Park District Project 18-005: Big Creek Park Tennis Courts Surface Color Coating System** project will be received and preliminarily evaluated on a lump sum basis.
2. Sealed Bids for **Canton Park District Project 18-005: Big Creek Park Tennis Courts Surface Color Coating System** project will be received by the OWNER (Canton Park District, Illinois) at the Administration Office, 250 South Avenue D, Canton, IL 61520, until 10:00 AM (CDST) on **Friday, May 10, 2018**. All Bids received will be publicly opened and read aloud in the Board Room at the above stated time.
3. Copies of the Contract Documents may be obtained at Administration Office, Canton Park District, 250 South Avenue, Canton, Illinois 61520 by contacting (309) 647-1345.
4. *A Bid Security in the amount of ____ percent (0%) of the Bid must accompany each BID.* Required Bid Security shall be in the form of a certified check, bank check or Bid Bond issued by a Surety.
5. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor. CONTRACTOR shall pay to all laborers, workmen and mechanics performing work under the CONTRACT, not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

6. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois Human Rights requirements regarding labor and human rights.
7. The OWNER reserves the right to waive irregularities and to reject any and all BIDS.
8. Disposition of Removed Material: All material removed under this contract shall become the property of the Contractor and be promptly removed from the site. Contractor shall not store or permit debris to accumulate on site. Remove from the site all debris, rubbish, and other materials from demolition and dispose of same legally.

SPECIFIED WARRANTY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
2. Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise.

DISCLAIMERS AND LIMITATIONS:

1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.
2. The responsibility of the Contractor in respect to the required warranties shall not be relieved or limited in any way by the failure of installed components, equipment, materials, etc., due to naturally occurring and/or re-occurring conditions at the site or area of the Work including, but not limited to:
 - a. ground and soil conditions, especially as related to frost heave;
 - b. high wind velocities (except those exceeding velocities normally used for calculating wind loading at the site of the Work);
 - c. rain and water damage (unless caused by winds exceeding normal design limits);
 - d. ice/snow loading on structures;
 - e. and other naturally occurring or re-occurring site conditions
3. The Contractor shall notify the Owner's Representative, prior to the award of the contract, of any part or component of the Work that is, in his opinion, not designed to accommodate the existing, naturally occurring, or re-occurring conditions of the site, and whether or not a change in the proposed methods of construction, types of equipment, etc., will affect the bid price.
 - a. Should the proposed change in construction methods, equipment type, etc., result in additional expense, the Owner reserves the right to request proposals from the other bidders and to make award the contract based on the bid amount which includes the proposed change.

WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The

Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - a. Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - b. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

LANDSCAPE PROTECTION

1. All live, healthy trees, shrubs, etc. on the site or on the street fronts of the site, not specified to be removed and not interfering with installation of new work required hereunder, shall be protected against injury from construction operations.
2. All shade trees which are to remain and which are liable to damage during the building operations, shall be properly boxed and protected from damage during the course of construction work as directed by the Park District. **No site-related work shall occur until the required tree protection (fencing, boxing, etc.) has been installed and approved by the Owner or his representative.**
3. LIQUIDATED DAMAGES: The Owner reserves the right to charge the Contractor for damage to existing trees, and to deduct the charges from the amounts due the Contractor, based on the following schedule:
 - a. Broken limbs 1" or over in diameter: \$50 per caliper inch of limb
 - b. Trenching or grading within the tree dripline or 20' from the trunk, whichever is less, of \$100 per tree/per foot within dripline, trees 4" or over in caliper diameter: or within 20' minimum if applicable
 - c. Damage to tree trunks, including "barking", nicking, gouging, etc. \$150 per caliper inch of tree, per each injury

NON-DISCRIMINATION

1. The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder.
2. As required by Illinois Law, in the event of Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Contractor agrees as follows:

- a. That it will not discriminate against any employee or outlook and for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause, by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS REQUIREMENTS

1. The Illinois "Employment of Illinois Workers on Public Works Act", 30 ILCS 470/0.01 et seq. shall prevail on this project.

PREVAILING WAGE

- A. For the entire duration of work under the contract, the Contractor shall conform to the federal and state statutes to the payment of prevailing wages and to all valid rules and regulations now or hereafter issued pursuant thereto, that are cited in Article 1.11, “Wage Payments and Equal Employment Opportunity”, of the Department of Labor. The Contractor and Subcontractor shall pay the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Department of Labor for the Illinois county for each craft or type of worker needed to execute the contract or to perform such work cited in the “Illinois Prevailing Wage Act” (820 ILCS 130.01 et seq.).
- B. If during the course of work under this Contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this Contract for any trade or occupation, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

BIDDER REPRESENTATION

- A. By submitting a Bid, each Bidder represents that they have:
 - a. Read and understand the Bidding Documents and the Bid is made in accordance therewith.
 - b. Visited the site and have familiarized themselves with local conditions under which the Work is to be performed, including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at Site, the conformation and conditions of the surface and subsurface conditions of the Site, the character of equipment and facilities needed preliminary to and during prosecution of the Work and the Bid is based upon materials, systems and equipment described in Bidding Documents.

TAXES

- A. The owner is exempt from applicable federal, state, and local sales tax. Retail tax shall not be included in the contract amount. Owner will furnish documentation to the Contractor.

CONTRACT TIME

- 1. Final Completion of WORK shall be forty-five (60) calendar days from the commencement of the Contract Time.

PAYMENT PROCEDURES

- 1. CONTRACTOR shall submit one (1) pay request after WORK is completed.

2. Waiver of Mechanic's Lien: With the Application for Payment, the CONTRACTOR shall submit waivers of mechanic's lien from every subcontractor, individual or other entity that may be lawfully entitled to file a claim pursuant to the Mechanic's Lien Act arising out of the Contract and related to the WORK covered by the payment. Submit waivers of liens on forms, executed in a manner acceptable to OWNER.
3. Certified Payroll: with the Application for Payment, the Contractor shall submit certified weekly payroll verifying that current prevailing wage rates were paid to employees performing work on this project.

BONDS AND INSURANCE

1. Performance and Payment Bonds: CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the CONTRACT PRICE as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.
2. Certificate of Insurance:
 - a. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified, which CONTRACTOR is required to purchase and maintain. The OWNER shall be listed as additional insured on the CONTRACTOR'S General Liability policies and on Property Insurance Policies. The insurance certificate holder shall be OWNER.
 - b. Certified copies of the original policies or Certificates of Insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be submitted to the OWNER before the OWNER will execute the Agreement.
 - c. All costs for insurance as specified herein shall be considered as included in the cost of the Contract. The CONTRACTOR shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from its obligation to indemnify the OWNER in excess of the coverage according to the Contract.
 - d. To insure financial stability, the insurance carrier selected by the CONTRACTOR shall be rated no less than A- as published in the "Best's Guide."

INSURANCE REQUIREMENTS:

Insurance Requirements: CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the WORK being performed and as will provide protection from claims which may arise out of or result from CONTRACTOR'S performance of the WORK and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the WORK, or by anyone for whose acts any of them may be liable.

The CONTRACTOR shall provide the following insurance and provide coverage's for not less than the following amounts:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Employer's Liability: Standard Limits

2. Contractor's General Liability:
 - a. General Aggregate: \$1,000,000
 - b. Personal and Advertising Injury (Per Person/Organization): \$1,000,000
 - c. Product – Completed Operations Aggregate: \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property): \$1,000,000
 - e. Limit per Person Medical Expense: \$500,000
 - f. Excess Liability: \$1,000,000 (standard language regarding a combo of primary policies in the alternative)

3. Commercial Automobile Liability:
 - a. Bodily Injury:
 - i. Each Person: \$1,000,000
 - ii. Each Accident: \$1,000,000
 - b. Property Damage:
 - i. Each Accident: \$1,000,000 *OR*
 - ii. Combined Single Limit: \$1,000,000
 - c. Contractual Liability Insurance:
 - i. General Aggregate: \$1,000,000
 - ii. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

1. CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
2. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by CONTRACTOR.

MISCELLANEOUS

1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
2. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

3. Freedom of Information Act: The Illinois Freedom of Information Act defines a “public record” as follows: all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, or in the possession of, or under the control of any public body.” 5 ILCS 140/2(c). As a bidder/contractor on a public project, assume that all correspondence, proposals, plans, drawings, or other materials submitted to the Canton Park District will become public records, including information submitted in a bid package.

BID FORM

Project Identification: Canton Park District Project 18-005: Big Creek Park Tennis Courts Surface Color Coating System

This BID is submitted to the Canton Park District, Illinois (OWNER)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the BID to perform and furnish all WORK as specified or indicated in the BID for the Contract Price within the Contract Time indicated in this BID and in accordance with the other terms and conditions of the BID.
2. CONTRACTOR accepts all of the terms and conditions of the BID, including without limitation those dealing with the disposition of BID security. This BID will remain subject to acceptance for forty-five (45) days after the day of the BID opening. CONTRACTOR will sign and submit the BID and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award. Any bid for which the bidder specifies a short acceptance period may be rejected.
3. In submitting this BID, BIDDER acknowledges that it has familiarized itself with the nature and extent of this BID FORM, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
4. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. BIDDER is required to submit a lump sum bid for the BASE BID. Contract award shall be based on the total of the BASE BID only. Note that the OWNER is exempt from paying State Sales Tax for materials and services for this PROJECT; therefore, BIDDER'S prices shall not include State Sales Tax. BIDDER will complete the WORK for the following price(s):

BASE BID:

Item No.	Item	Unit	Price
1	Big Creek Park Tennis Court Surface Color Coating	LS	

TOTAL LUMP SUM BID _____

TOTAL WRITTEN IN WORDS _____

SUBMITTED on _____, 2018

If BIDDER is:

An Individual

By _____ (SEAL)

Doing business as _____

Business address: _____

Phone Number: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone Number: _____