

**CANTON PARK DISTRICT  
BIG CREEK PARK TENNIS COURTS ASPHALT PAVING  
940 N. MAIN STREET  
CONTRACT DOCUMENTS  
APRIL 2018  
PROJECT 18-006**

**INVITATION TO BID**

The proposed WORK is officially known as the “**Canton Park District Project 18-006: Big Creek Park Tennis Courts Chain Link Fencing and Gates**” and is further described as follows:

TENNIS COURT CHAIN LINK FENCE AND GATES PVC COATED WITH WINDSCREENS

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

A. Provide all equipment and materials, and do all work necessary to construct the tennis court chain link fence and gates, as indicated on the drawings and as specified. Work includes but is not limited to the following:

1. PVC-coated fence framing system
2. PVC-coated chain link fence fabric
3. Closed Mesh Poly Windscreen (At location shown on the Contract Drawings)

**1.02 RELATED WORK**

A. Examine contract documents for requirements that affect work of this section. Other specification sections that directly relate to work of this section include, but are not limited to:

1. Section 312000, Earth Moving
2. Section 32 12 16.36 Athletic Asphalt Paving
3. Section 32 13 13 Concrete Paving

**1.03 QUALITY ASSURANCE**

A. Chain link fencing manufactured in accordance with the requirements of the CLFMI Manual. Manufacturer of the fencing system must be a CLFMI member.

B. The tennis court fence enclosure installed in accordance with the best construction practices of the US Tennis Court and Track Builders Association (USTCTBA).

**1.04 SUBMITTALS**

A. Product Data: Submit catalog cuts and manufacturer's detail specifications for all materials and equipment to be incorporated into the work.

B. Warranty: PVC coated chain link fence systems supplied with minimum fifteen (15) year factory warranty.

**PART 2 PRODUCTS**

**2.01 MANUFACTURER**

A. Products from qualified manufacturers having a minimum of five years' experience manufacturing PVC coated chain link fencing will be acceptable.

B. Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

### **2.03 PVC COATED FENCE FABRIC**

- A. PVC coating: 6 mil (0.15mm) to 10 mil (0.25mm) thickness, thermally fused to zinc-coated steel core wire: Per ASTM F668 Class 2b. Core wire tensile strength 75,000 psi (517 MPa).
- B. Size: Helically wound and woven to height of ten feet (10') with, diamond mesh, 8 gauge, with a core wire diameter of 9 gauge, and a break load of 1.290 lbf . Color Black, ASTM F934.

### **2.04 PVC COATED FENCE FRAMEWORK**

- A. Pipe:
  - Type A steel pipe (Schedule 40) per ASTM F 1083
- B. PVC-Coated finish: In accordance with ASTM F1043, apply supplemental color coating of minimum 10 mils (0.254 - 0.38 mm) Black color.
- C. Posts, Rails and Braces:
  - End and Corner Post 4" OD
  - Line (intermediate) Post 3" OD
  - Rail and Braces 1 5/8" OD

### **2.05 GATES**

- A. Gate frames: Fabricate chain link swing gates in accordance with ASTM F 900 using galvanized steel tubular members, 2" O.D. (50 mm) weld connections forming rigid one-piece unit. PVC coated frames thermally fused with a minimum 10 mils (0.254 mm) per ASTM 1043.
- B. Gate Hardware: Galvanized per ASTM A 153.
  - 1. Latch: The gate latch device independent single gate malleable iron latch installed to in the gate post. The latch device shall have matching padlock loops for a padlock.

### **2.05 PVC COATED ACCESSORIES**

- A. Chain link fence accessories: (ASTM F 626) Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- B. Post caps: Formed steel, cast malleable iron, or aluminum alloy weather-tight closure a cap for tubular posts. For each line post provide tops to permit passage of top rail.
- C. Top rail and brace ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- D. Sleeves ~ Lengths of top rails to be connected using 6" (152 mm) sleeves that allow for expansion or contraction of the rail.
- E. Tie wires: 9 gauge [0.148" (3.76 mm)] galvanized steel or aluminum wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092" (2.324 mm)] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985" (2.502 mm)] for attachment of fabric to tension wire.
- F. Bands: Brace and tension (stretcher bar) bands are to be pressed steel.
- G. Tension (stretcher) bars: To be made of one continuous piece of steel or aluminum, 3/16" x 3/4" (4.76 mm x 19 mm). Provide one bar per end or gate post and two bars per corner or pull post.
- H. Tension wire: Thermally fused PVC applied to metallic coated steel wire, 7 gauge, 0.177" (4.5 mm) diameter core wire with tensile strength of 75,000 psi (517 MPa)
- I. Truss rods & tightener: Steel rods with minimum diameter of 5/16" (7.9 mm). Capable of withstanding tension of minimum 2,000 lbs.
- J. Nuts and bolts: Nuts and bolts are to be galvanized but not PVC coated. Cans of PVC touch up paint is available to color coat nuts and bolts if desired.

### **2.06 SETTING MATERIALS**

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa)

### **2.07 WINDSCREEN**

- A. Closed Mesh Poly with 3/8" Brass Grommets @ 24" O.C.

<b>Properties</b>		<b>Test Methods</b>
Weight	5.6 (Oz/Yd)	ASTM D-5051
Warp Tensile	420 lbs	ASTM D-5100
Warp Tear	125 lbs	ASTM D-2261
Fill Tensile	225 lbs	ASTM D-51 00
File Tear	90 lbs	ASTM D-5512
Air Flow	10%	ASTM D-737
Shade Percentage	95%	

B. Windscreen to be color Black, to match fence.

### **3.01 EXAMINATION**

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

### **3.02 CHAIN LINK FENCE FRAMING INSTALLATION**

- A. Install chain link fence in accordance with ASTM F 969 and manufacturer's instructions.
- B. Space line posts uniformly [at 8 feet (2440 mm) or at 10' (3048 mm) on center]
- C. Concrete set terminal and gate posts: Drill holes in firm, undisturbed or compacted soil. Holes should have a diameter 4 times greater than outside of post and depths approximately 6" (150 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (900 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
- D. Gate hardware: Set keepers, stops, sleeves, and other accessories into concrete.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' (1830 mm) and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Install braces and adjust truss rod, ensuring posts remain plumb.
- G. Tension wire: Provide tension wire at bottom of fabric. Install tension wire before stretching fabric and attach to each post with ties or clips. Secure tension wire to fabric with 12-1/2 gauge [.0985" (2.502 mm)] hog rings 24" on center (609.6 mm).
- H. Top rail: Install lengths, 21' (6400 mm). Connect joints with sleeves for rigid connections for expansion/contraction.
- I. Rails: Center rails are to be installed when fence fabric is 12' (3658 mm) or higher or when shown on drawings. Bottom rails (optional) are to be installed when shown on drawings.

### **3.03 CHAIN LINK FABRIC INSTALLATION**

- A. Fabric: Install fabric on security side, and attach so that fabric remains in tension after pulling force is released. Leave approximately 2" (50 mm) between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" (380 mm) on center and to rails, braces, and tension wire at 24" (600 mm) on center.
- B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands spaced maximum of 15" (380 mm) on center.

### **3.04 GATE INSTALLATION**

- A. Install gates plumb, level, and secure for full opening without interference.
- B. Attach hardware by means which will prevent unauthorized removal.
- C. Adjust hardware for smooth operation.

### **3.05 ACCESSORIES**

- A. **Tie wires; Bend ends of wire to minimize hazard to persons and clothing.**
- B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

### **3.06 CLEANING**

- A. Clean up debris and unused material, and remove from the site.

## **PART 4 – BIDDING INFORMATION**

1. Bids for the **Canton Park District Project 18-006: Big Creek Park Tennis Courts Chain Link Fencing and Gates** project will be received and preliminarily evaluated on a lump sum basis.
2. Sealed Bids for **Canton Park District Project 18-006: Big Creek Park Tennis Courts Chain Link Fencing and Gates** 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 18-006: Big Creek Park Tennis Courts Chain Link Fencing and Gates**

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:**

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Price</b>
1	Install fencing and gates at the Big Creek Park Tennis Courts	LS	

**TOTAL LUMP SUM BID** \_\_\_\_\_

**TOTAL WRITTEN IN WORDS** \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2018

If BIDDER is:

**An Individual**

By \_\_\_\_\_ (SEAL)

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

Business address: \_\_\_\_\_

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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: \_\_\_\_\_

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

