

**REQUEST FOR PROPOSALS**

**TO RESTORE AND REPAINT TENNIS COURT  
SURFACES AT CENTENNIAL PARK**

**874 MAIN STREET**

## **REQUEST FOR PROPOSALS**

### **TO RESTORE AND REPAINT TENNIS COURT SURFACES AT CENTENNIAL PARK**

Proposals to restore and repaint tennis court surfaces at Centennial Park to be completed by April 30, 2017 must be mailed or hand-delivered to the address listed below by Wednesday February 8, 2017 by 10:00 a.m. Proposals not physically received by the Village by 10:00 a.m. on Wednesday February 8, 2017 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Antioch

Re: (vendor name)

Proposal for the Village of Antioch, "Centennial Park Tennis Court Restoration"

Attention: Lori Romine

Village Clerk

874 Main St

Antioch, IL 60002

Proposal packets are available online at <http://www.antioch.il.gov> or at the Antioch Village Hall, 874 Main St, Antioch, Illinois. Proposals will be deemed to be valid for a period of 60 days after the submittal date.

Successful vendors must provide proper insurance, and each contractor is to submit their proposal as indicated in the specifications.

The Village reserves the right to reject any or all proposals and to waive any informality in bidding. Award of Contract: The Village Board of Trustees will make the final award of the proposal or contract.

## **SPECIFICATIONS**

### **VILLAGE OF ANTIOCH RESTORE AND REPAINT TENNIS COURT SURFACES AT CENTENNIAL PARK**

#### **DEFINITIONS:**

The Term "Village" whenever used in the contract documents shall be construed to mean the Village of Antioch.

#### **I. Conditions:**

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

#### **II. Insurance Requirements:**

The Contractor will be required to meet the Village of Antioch insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Village of Antioch an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Workmen's Compensation Insurance:	All Liability imposed Workmen's Compensation statute
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damaged to the following Limits	

#### **III. Scope of Work:**

The Contractor will complete the project based on specifications listed in section IV and all manufacturing instructions related to the use of the products selected. All work will be completed by April 30, 2017.

#### **IV. Specifications**

Village of Antioch Centennial Park Outdoor Tennis Courts Resurfacing Projects (2 Courts) at 601 Anita Street.

The scope of this Project is to resurface 2 outdoor tennis courts in accordance with these Specifications:

## 1. Preparation

- a. Surface shall be thoroughly cleaned of all dirt, debris, loose/peeling surface and vegetation using a scraper and power blower. Cracks with vegetation shall be treated with herbicide.
- b. Cracks shall be routed out with a crack router.
- c. Areas that have been affected by standing water shall be pressure washed, or sanded, then primed prior to applying leveling compound.
- d. Entire surface washing with a 2500+ psi deck pressure washing unit or Hydro-Jet- blaster may be required.

## 2. Crack filling and leveling

- a. Cracks shall be filled from bottom to top with acrylic patch binder patch mix (special care shall be taken to assure that the void below the crack is completely filled). Prior to surface application repairs shall be sanded smooth.
- b. Install Armor Crack Repair System on excessive cracks according to manufacturer instructions. Alternates can be considered.
- c. Pre-coat with textured acrylic resurfacer until blended with surrounding area.
- d. Level all of surface depressions with acrylic surface manufacture's recommended leveling compound.
- e. Pre-coat with textured acrylic resurfacer until blended with surrounding area

## 3. Color System

- a. The color finish shall be ELITE SPORT COATING SYSTEM, SPORTMASTER or approved equal. This system includes the following:
  - i. Two (2) coats of textured resurfacer shall be applied to the entire court area in order to provide a uniform and even surface. **NOTE: Contractor shall strictly follow manufactures recommended mix & dilution rates.**
  - ii. Two (2) coats of sand filled acrylic color shall be applied to the entire court surface. The second coat shall be applied upon thorough drying of first coat. Contractor should consult with the Village of Antioch Parks and Recreation Director in order to add the proper amount of silica and create the proper play speed. Color combination will be decided by owner prior to the start of the repair. **NOTE: Contractor shall strictly follow manufactures recommended mix & dilution rates.**
- b. Lines shall be taped in order to assure razor sharp edges prior to painting. Two (2) coats of acrylic line paint shall be applied accurately and in accordance with the ASBA guidelines. Baseline should be 3 inches wide. Add USTA 60' lines on both courts. Color combination will be decided by owner prior to the start of the repair. Each of the following court sports will be lined in separate distinct colors on both courts.
  - i. Tennis Court
  - ii. Pickle Ball Court

Contractor's Base Bid shall provide for the resurfacing of 2 tennis courts.

**V. Site Restoration:**

The Contractor will be responsible for the repairs or other damages that might be caused during the execution of this Contract.

The Contractor shall ensure that all disturbed areas be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as designated by the Village's Representative. Upon completion of the entire project, the sites outside the scope of the project should be returned to the same condition that existed prior to work being done.

**VI. Guarantees:**

Contractor shall guarantee all work against defective workmanship for a period of two (2) years, commencing at the time of Village acceptance of the completed project. Ordinary wear and tear and will not be subject to warranty claims.

**VII. Quotes:**

All proposed work will be included in the quote.

**IX. Billing/invoicing:**

All billing and invoicing will be done at the completion of the project.

**X. Rejection of Proposals:**

A. The Village reserves the right to cancel requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The Village reserves the right:

- i. to reject any or all proposals,
- ii. to waive any informality or irregularity in any proposal,
- iii. to negotiate changes and/or modifications with the lowest responsible vendor and
- iv. to make award to the response deemed to be the most advantageous to the Village.

Vendors shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

This is a prevailing wage act job.

C. Any proposal not conforming with the specifications or requirements set forth by the Village in the request may be rejected.

D. Proposals may also be rejected if they are made by a vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

**XI. Successful Proposal:**

A. Submission shall be tabulated and a recommendation shall be prepared by the

Department Head making a purchase subject to the formal proposal requirements and sent to the Finance Director for review. If an award is to be made to other than the lowest vendor, or if the purchase was not included in the fiscal year budget, justification must be made in writing.

B. The Director of Parks and Recreation shall send a recommendation and tabulation of all proposals received for purchases meeting the requirements to the Village Administrator for consideration of awarding.

C. All awards made in accordance the provisions of this Request for Proposal are final determinations.

## **XII. Change Orders:**

A. After a contract is awarded pursuant to the procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

1. Is not of such a size or nature as to undermine the integrity of the original process; and
2. Is germane to the original contract; and
3. Does not exceed twenty percent (20%) of the contractor amount; and
4. Is approved. However, the Village Administrator, or his/her designee can approve change orders for amounts that are not greater than five thousand dollars (\$5,000.00).

B. Change orders for contracts for public improvements shall be as provided by state law.

## **XIII. Construction Contracts:**

A. The vendor must comply with all applicable laws prerequisite to doing business in the state.

B. The vendor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).

C. The vendor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

D. The vendor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award.

Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

E. The vendor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Administrator or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

F. The vendor must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

## **XIV. Additional Items**

### **CONTRACT REQUIREMENTS**

The successful vendor will be required to enter into a contract with the Village of Antioch consistent with the terms of this Request for Proposal which should contain the following terms:

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under

the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

### **Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert. If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

### **Sexual Harassment**

During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

## DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.

B. Specifying the actions that will be taken against employees for violations of such prohibition.

C. Notifying the employee that, as a condition of employment on such Contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

D. Establishing a Drug Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy for maintaining a drug free workplace;

3. Available counseling, rehabilitation, or assistance programs; and

4. Penalties imposed for drug violations.

E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.

F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

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(Printed name of Contractor)

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Address

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City State Zip Code

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Signature of Authorized Representative

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Title Date



**CONTRACTOR AGREEMENT**

TO: Village of Antioch

874 Main Street

Antioch, IL 60002

The undersigned, in compliance with your advertisement for proposals for work as specified, and related documents prepared by or at the direction of the Village of Antioch, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Contractor certifies this proposal to be for the project described in the proposal document and to be in accordance with plans, specifications and Contract documents.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF ANTIOCH**  
**Tennis Court Restoration**  
**VENDOR COST PROPOSAL**

**TO RESTORE AND REPAINT TENNIS COURT SURFACES AT CENTENNIAL PARK**

Complete Cost to Restore (2 courts) \$ \_\_\_\_\_

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Total price written in words

**The proposal must be submitted on this form with all prices filled in. The total price shall be shown both numerically and in words as provided on this proposal form. In case of discrepancy the amount written in words shall govern.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_