

INSTRUCTIONS TO BIDDERS

DATE: 5/12/2025

BID REQUEST: 2025 Color Coating - Various Sites

Sealed bids will be accepted until **5/29/2025 at 1 P.M.** and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting. This awarded project is anticipated to begin: On June 16, 2025 (weather permitting). This project will include leveling depressions, Armor crack repair, patch birdbaths, full color coating and restriping for outdoor tennis facilities. It also involves crack filling and color coating fissures for an outdoor combo tennis and basketball courts.

1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered**. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including; equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents**.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid. The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. <u>Failure to use the Bid Proposal Form</u> provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Services; and 2) are able to show that they have adequate laborers and materials to successfully complete the Services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list at least five (5) service contracts your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the client, client contact and telephone number, and length of contract.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Initial here if there is nothing to disclose:

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the client, client contact and telephone number, and an explanation of the circumstances surrounding the rejection.

Initial here if there is nothing to disclose:

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. **Initial here if there is nothing to disclose:**

Other required submittals include: Bid Proposal; Contractor's Compliance and Certifications. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed

clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

4. Acceptance or Rejection of Bids

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or nonresponsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Arlington Heights Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

5. Surety

All bids must be accompanied by a bid bond or bank cashier's check or certified check payable to the Arlington Heights Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Arlington Heights Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Arlington Heights Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

6. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

7. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2017, as modified by the Park District (or such other form of agreement or contract selected by Owner), and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

8. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to jkramer@ahpd.org at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

9. Addenda

Addenda questions are due by Friday, 05/23/2025 at noon. Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by Email or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

10. Substitutions during Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the

Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The American Institute of Architects "AIA Document A201-2017 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

SUPPLEMENTAL CONDITIONS

The "General Conditions of the Contract, AIA Document A201, 2017 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- A Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- **B. Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 0001.
- **C Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0 I, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- D. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

E. General Insurance Provisions.

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

OFFICIAL BID PROPOSAL

Bidder is:		
<u>An Individual:</u>		
Ву:		(SEAL)
Doing business as	(Individual's Name)	
Business Address	:	
Phone Number: _		
A Partnership:		
Ву:		(SEAL)
	(Firm Name)	
Business Address	(General Partner)	
Phone Number: _		
A Corporation:		
Ву:		(SEAL)
	(Corporation Name)	
By:	(State of Incorporation)	
•	Name of Person Authorized to Sign)	
Title:	Attest(S	ecretary)
	(5)	
		(CORPORATE SEAL)
Business Address	:	
Phone Number: _		

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- 1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
- 2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;

3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:

- (a) Furnish all bonds and insurance required by the Contract Documents;
- (b) Accomplish the Work in accordance with the Contract Documents; and
- (c) Complete the Work within the time requirements as set forth in the ContractDocuments;

4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;

5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;

6. To furnish a Bid Bond in accordance with the Instructions to Bidders;

7. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;

8. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

9. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;

10. That it is understood and agreed that the Arlington Heights Park District reserves the right to: a) accept or reject any or all bids; b) waive any technicalities; c) award to one Bidder the entire Project or to any series of Bidder for an appropriate proportion of the Project; and d) accept Alternates in any order or combination and to determine low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Submitted this	day of	, 2025	5
		Name: By: Signature Title:	
SUBSCRIBED AND	SWORN TO befo	ore me	
this	day of		2025
Notary Public			
STATE OF ILLINOI	S)		
COUNTY OF)		

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bidrigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided

by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ not less than ninety percent (90%) Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq*.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on

Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Arlington Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR
By: _____
Its: _____

STATE OF ______))SS COUNTY OF_____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _______ appeared before me this day and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated:_____

(Notary Public) (SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Arlington Heights Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated<u>:</u>

Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated:

Signature of Authorized Representative

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COUNTY.HTM. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

SCHEDULE

May 29, 2025	June 11, 2025	Oct 15, 2025
BID OPENING DATE	BOARD APPROVAL	OUTDOOR FINAL
		COMPLETION

Sealed bids will be received by the Arlington Heights Park District until 1 pm on Ma y 29, 2025 and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Arlington Heights Park District Administration Center 410 N. Arlington Heights Road Arlington Heights, IL 60004

The Contractor shall commence work on the outdoor courts starting June 19, 2025 (weather permitting). The following schedule must be followed per site due to programming:

- 1. Hasbrook Park Tennis Courts—Between June 19- October 1, 2025 (two days advance notice)
- 2. Frontier Park Tennis Courts—Between August 4-October 1, 2025 (two days advance notice)
- 3. Pioneer Park Tennis Courts— Between August 4-October 1, 2025 (two days advance notice)

BID WORKSHEET- 2025 COLOR COATING

Approximate measurements and quantities provided for Bidders.

Contractor is responsible to verify all, prior to bidding and price accordingly. Park District will not pay overages post-award as contracts will be lump sum, and bidders are expected to visit all sites pre-bid.

BASE BID LINE-ITEM FORM 1 of 1 HASBROOK TENNIS COURT IMPROVEMENTS

Item / Description	Quant.	Unit	Unit Price	Subtotal
Rout, clean and fill cracks with court patch binder.	400	Linear Foot	\$	\$
Touch up all lines where crack fill intersects with the appropriate color.	400	Linear Foot	\$	\$

Subtotal – Hasbrook Tennis Court Improvements (Place amount on "A" Bid form) \$_____

HASBROOK BASKETBALL COURT IMPROVEMENTS

Item / Description	Quant.	Unit	Unit Price	Subtotal
Rout, clean and fill cracks with court patch binder.	400	Linear Foot	\$	\$
Touch up all lines where crack fill intersects with the appropriate color.	400	Linear Foot	\$	\$

Subtotal – Hasbrook Basketball Court Improvements (Place amount on "B" Bid form) \$_____

FRONTIER TENNIS COURT IMPROVEMENTS

Item / Description	Quant.	Unit	Unit Price	Subtotal
Remove embedded dirt, gum and algae with a rotary power washer/scraper	14,560	Square Foot	n/a	\$
Rout, clean and fill cracks with court patch binder.	960	Linear Foot	\$	\$
Furnish and install Armor Crack Repair over 960 LF structural crack – Include a 2-year warranty.	960	Lineal Foot	\$	\$
Level all bird baths to reduce duration of standing water.	1	Lump Sum	n/a	\$
Sand and pre-coat all patches	1	Lump Sum	n/a	\$
Apply 2 coats of sand fortified 100% acrylic resurfacer	14,560	Square Foot	\$	\$
Layout & apply 2 coats of each textured acrylic color in specified color.	1	Lump Sum	n/a	\$
Layout, mask, prime and paint 2" textured white lines.	1	Lump Sum	n/a	\$
Layout, mask, prime & paint 1-1/2" textured light blue Quickstart lines.	1	Lump Sum	n/a	\$

Subtotal – Frontier Tennis Court Improvements (Place amount on "C" Bid form) \$_____

ALTENRATE # 1

PIONEER TENNIS COURT IMPROVEMENTS

Item / Description	Quant.	Unit	Unit Price	Subtotal
Remove embedded dirt, gum and algae with a rotary power washer/scraper.	25,374	Square Foot	n/a	\$
Rout, clean and fill cracks with court patch binder.	880	Linear Foot	\$	\$
Level all bird baths to reduce duration of standing water.	1	Lump Sum	n/a	\$
Sand and pre-coat all patches.	1	Lump Sum	n/a	\$
Furnish & install Armor Crack Repair over 880 LF structural crack – Include a 2-year warranty.	880	Lineal Foot	\$	\$
Apply 2 coats of sand fortified 100% acrylic resurfacer.	25,374	Square Foot	\$	\$
Layout & apply 2 coats of each textured acrylic color in specified colors.	1	Lump Sum	n/a	\$
Layout, mask, prime & paint 2" textured white lines.	1	Lump Sum	n/a	\$
Layout, mask, prime and paint 1 1/2" textured light blue Quickstart lines.	1	Lump Sum	n/a	\$
Remove & replace set of bent net posts, match brand, in-ground sleeve to remain.	1	Lump Sum	n/a	\$

Subtotal – Pioneer Tennis Court Improvements (Place amount on "Alternate #1" Bid form) \$______

ALTENRATE # 2

VICTORY BASKETBALL COURT IMPROVEMENTS

Item / Description	Quant.	Unit	Unit Price	Subtotal
Rout, clean and fill cracks with court patch binder.	400	Linear Foot	\$	\$
Line Court.	850	Linear Foot	\$	\$

Subtotal – Victory Basketball Court Improvements (Place amount on "Alternate 2" Bid form) \$_____

BID PROPOSAL FORM- 2025 COLOR COATING - VARIOUS SITES

Proposal of
Hereinafter called "BIDDER", (a)/(an) (corporation, partnership, individual)
doing business as
To the Arlington Heights Park District, hereinafter called the "Owner".
The Bidder, in response to your advertisement for bids for 2025 Color Coating – Various Sites having examined the Specifications and other Contract documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents and install same, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Arlington Heights, Illinois.
Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents: Addenda Numbers:,,,,,,,,,
Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the Bid Packet. Bidder agrees to perform all of the work described in the Contract Documents for the following price:
BASE BID A. Hasbrook Park Tennis Courts - 2 Outdoor Tennis Courts See Bid Worksheet for breakdown of work activities. Tennis Court area listed separately for a Grant. Lump Sum Price
B. Hasbrook Park Basketball Courts - 4 Basketball Half-courts
See Bid Worksheet for breakdown of work activities. Basketball Area listed separately due to a Grant. Lump Sum Price \$
C. Frontier Park Tennis Courts - 2 Outdoor Tennis Courts See Bid Worksheet for breakdown of work activities. Lump Sum Price \$
TOTAL BASE BID (INCLUDING ALL BONDS) \$
ALTERNATE #1
Pioneer Park Tennis Courts - 4 Outdoor Tennis Courts See Bid Worksheet for breakdown of work activities. Lump Sum Price \$
TOTAL ALTERNATE #1 (INCLUDING ALL BONDS) \$
ALTERNATE #2
Victory Park Basketball - 1 Outdoor Basketball Court – Lines only See Bid Worksheet for breakdown of work activities. Lump Sum Price \$
TOTAL ALTERNATE #2 (INCLUDING ALL BONDS) \$

Supplemental Unit Prices (Assume for One Court)				
<u>Activity</u>	<u>Unit</u>	<u>Unit Cost</u>		
1. Clean and Fill Cracks	LF	\$		
2. Surface Depression	Unit	\$		
3. Acrylic Resurfacer	SF	\$		
4. Color Coating	SF	\$		
5. Re-striping White	LF	\$		
6. 10 & Under Striping	LF	\$		

REFERENCES:

List 5 clients for reference checks. Bidder must have completed work of a similar nature for these clients within the last two years. Include both indoor and outdoor court references.

Company Name	Contact Person	Phone Number
1		
2		
3		
4		
5		
J		

SUBCONTRACTORS & SUPPLIERS:

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid. Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors/Address	Work Assignment/Phone

Suppliers/Address/Phone	Material

Add additional sheets, as necessary, for more sub-contractors and vendors.

COLOR COATING SCOPE OF WORK

Color Coating (See Pictures after Bid Form and Specs).

- 1) General Conditions and requirements: Administration, Portable Toilets, if necessary, safety measures, protective measures, pedestrian and traffic control and debris removal and disposal, etc...
- 2) Crack Filling at locations as identified.
- Remove all court nets at indoor tennis courts and store them in secure area or release them to a representative of the Arlington Heights Park District for storage. Court nets shall be re-installed after the color coat process is completed.
- 4) Full Acrylic Resurfacing at locations as identified.
- 5) Fill Surface Depressions. Areas to be identified prior to starting work.
- 6) Armor Crack Repair at locations as specified. Otherwise, standard crack filling and sanding to make smooth. Actual Color Coating to be measured on site before color coating.
- 7) Acrylic Resurface and Color Coat; All Courts to be combination of US Open Blue and US Open Green, or approved equal see maps and provide submittal samples before work begins.
- 8) Striping to Match existing. All courts to have Light Blue Blended 60' lines for kids 10 and under.
- 9) Clean up and Restore
- 10) Locations and Summary of Base Bid:

Hasbrook Tennis and Basketball Courts, 333 W. Maude Ave.; Arlington Heights, IL 60004

- <u>https://maps.app.goo.gl/NRJt7kcx55ecYKtP6</u>
- Two Outdoor Tennis Courts (Prices to be broken out for a grant—see bid worksheet)
- 400LF Armor Crack Repair, Touch up color only on Cracks
- Four Outdoor Half Basketball Courts (Prices broken out for grant—see bid worksheet)
- 400LF Armor Crack Repair, Touch up color only on Cracks

Frontier Park Tennis Courts, 1929 N. Kennicott, Arlington Heights, IL 60004

- <u>https://maps.app.goo.gl/MPhRAWnWDFbU3jRZ9</u>
- Two Outdoor Tennis Courts
- Full Resurfacing Activity: Court cleaning/Prep, Low spot, Birdbath repair, Small Crack Repair, Armor Crack Repair, 2 Coats of Acrylic Resurfacer, 2 Coats of Texture Color and 1 Coat of Finish, 2 Coats of Re-striping White, 2 Coats of Re-striping Lt. Blue Quickstart/Blended Playing Lines (10 & Under Practice Lines), Clean Up and Restore.
- 11) Locations of Alternates
 - #1 Pioneer Park Tennis Courts, 500 S. Fernandez Ave., Arlington Heights, IL 60005
 - https://maps.app.goo.gl/UHVMxU4T1iP7K6iT6
 - Four Outdoor Tennis Courts
 - Full Resurfacing Activity: Court cleaning/Prep, Low spot, Birdbath repair, Small Crack Repair, Armor Crack Repair, 2 Coats of Acrylic Resurfacer, 2 Coats of Texture Color and 1 Coat of Finish, 2 Coats of Re-striping White, 2 Coats of Re-striping Lt. Blue Quickstart/Blended Playing Lines (10 & Under Practice Lines), 1 new set of tennis poles installed, Clean Up and Restore.

#2 Victory Park Basketball Court, 1313 S. Harvard Ave., Arlington Heights, IL 60005

- victory park arlington heights illinois Bing Maps
- One Outdoor Basketball Court
- 400LF Armor Crack Repair, Touch up color only on Cracks
- 850LF Lines, court was missed and never originally lined

END OF COLOR COAT SCOPE SECTION

DIVISION 1 - GENERAL CONDITIONS

1.0 SPECIFICATION and INFORMATION CONFLICTS

Should any specifications, information, directives, notes, tags or provisions contained in the Construction Documents conflict with any other specifications, information, directives, notes, tags or provisions contained in the Construction Documents, then the most stringent specifications, information, directives, notes, tags or provisions shall apply.

1.1 CONSTRUCTION SCHEDULE

Construction for the outdoor courts must be completed between June 19 – October 1 (weather permitting) for Hasbrook and between August 4-October 1 (weather permitting) for Frontier and Pioneer Parks. The Contractor shall submit with the bid proposal a construction plan for the work.

1.2 LIMIT of CONSTRUCTION

Construction traffic and staging shall be permitted only within the construction limits as indicated on the plan or as directed by the Owner. The Contractor is responsible for the repair of any areas disturbed inside or outside of this area, at no charge to the Owner.

1.3 CONSTRUCTION STAGING AREA and LIMITS

- a. No area has been designated on the site for the staging of construction materials. Bulk materials and equipment shall be permitted only in the construction limits as shown on the plans or as directed by the owner. Staging will be discussed at the Pre-construction meeting for the winning Bidder.
- b. Construction access shall be permitted only through the access points as determined by the Owner and the successful Contractor. The Contractor shall be responsible for protection of existing flooring, walls, doors, trees, landscaping, etc. and for replacement of any damage, at no additional cost to the Owner.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of Contractor's employees.
- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Remove from site before final acceptance of work.

1.5 WORKMANSHIP

High quality craftsmanship will be expected in all phases of the work. Any elements found unacceptable and not in compliance with the contract documents will be removed and replaced by the Contractor at his expense until satisfactory results are obtained.

1.6 WATER

The Contractor shall be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and miscellaneous appurtenances necessary for water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc., if available on-site and approved in writing by the Owner. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any

construction activities at no expense to the Owner. The Contractor is not allowed to use any utilities from private residences for the project.

1.7 EXCESS MATERIALS and DEBRIS

All excess materials and debris, etc. generated by this work shall be considered an incidental item to the Bid and hauled from the site. Large amounts of debris will not be permitted to accumulate on the site and must be hauled from the site on a daily basis.

1.8 HOURS

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Work during other hours will be allowed only on an emergency basis and as authorized by the Park District.

1.9 INTERACTION WITH PARK PATRONS

The Arlington Heights Park District gives priority of use to its park patrons. The Contractor's vehicles and personnel shall be marked as to be easily identifiable by the park patrons. The work force of the Contractor shall be courteous to park patrons at all times.

The work of the Contractor shall not interfere with scheduled events in a park and shall not, within reason, interfere with patrons' enjoyment of a park area. Any conflict or potential conflict between the work force and park patron shall be reported to the Park Planner immediately. Rescheduling of work because of patron use shall not be grounds for failure to comply with frequency of service specified herein.

1.10 PUBLIC SAFETY

The Contractor shall not operate machinery in a manner that would in any way endanger park patrons. Contractor will not operate any equipment on Park District property with altered or missing guards or safety equipment.

1.11 **PROTECTION OF UTILITIES**

The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage resulting from Contractor's operations.

1.12 CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the Arlington Heights Park District. The Arlington Heights Park District reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Contractor to cease performance of work as directed.

1.13 CLEAN-UP

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

1.14 SITE PROTECTION

The Contractor shall be responsible for adequate job site safety protection. The Park area is used daily by the public and adequate protection for park users must be provided.

1.15 DAMAGE TO OTHER WORK

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

1.16 MEASUREMENTS

The contractor is responsible for taking all measurements and must personally inspect the courts to verify the scope of the work and understand the scope of the work identified in these bid specifications. The contractor is responsible for contacting Sue Rohner, Park Planner, right away if the quantities listed on the Bid Worksheet differ from the field measurements. An addendum will be issued.

1.17 TIME OF COMPLETION AND WORK SCHEDULE

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the work. The progress schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who his project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

END OF SECTION

DIVISION 2 - SITE WORK Section 02510 – Color Coat & Line Stripe

PART 1 - GENERAL

1.0 DESCRIPTION

- A. Quote
 - 1. This work includes but is not limited to furnishing and transporting all materials, equipment and labor necessary for:
 - a. Surface preparation
 - b. Application of color finish system and line paint for basketball courts
 - c. Repair of damaged areas and clean-up of project site.
 - 2. This section of the specifications is part of the Contract Documents and the contractor shall comply with and fulfill all provisions and requirements contained in said Contract Documents pertaining to the performance of the work under this section.

1.1 REFERENCES

A. American Society for Testing and Materials. (ASTM)

1.2 QUALITY ASSURANCE

A. Comply with all codes, laws, regulations of Federal, State and Municipal authorities having jurisdiction over this part of the work.

1.3 JOB CONDITIONS AND PROTECTION

- A. Safety Precautions: The contractor shall take all necessary precautions to insure safety and prevent accidents or injury to the public, children and workers on, about or adjacent to the site during working hours and after hours.
- B. Safety Devices: Provide all barricades, orange safety fencing, lights and other protective devices necessary to surround the construction area and fulfill the intent of the work, including requirements of all Federal, State, or Municipal laws or ordinances and maintain same for full period of this operation, removing same when indicated or no longer required. Excavations shall be protected at all times and maintained in good order until backfill is in place.
- C. Utilities: The contractor will be responsible for calling J.U.L.I.E. (811) to verify the location of all utilities prior to the start of construction. The cost to repair and replace any existing utilities damaged will be paid for by the contractor.

- D. Construction traffic shall enter and leave site at a designated access point. Provisions shall be made to minimize the transport of sediment (mud) by runoff or vehicle tracking onto public streets. The Contractor shall keep all public streets clean of dirt and debris and, when necessary, clean pavements on a daily basis.
- E. All work in this section shall be considered incidental to the cost of all work to be performed.

PRODUCTS

- 2.0 MATERIALS GENERAL
 - A. Each and all types of materials, equipment, products and accessories for this project shall be of the type, performance and quality as specified herein, the standard catalogue product of a reputable, nationally recognized manufacturer and shall be used in the quote for this project.
 - B. If the contractor wishes to deviate from the plans and specifications and submit an "approved equal" for specified materials, equipment, products and accessories for consideration, the quote submitted with an "approved equal" item(s) will not be accepted unless the following procedures are followed:
 - Contractors desiring to submit an "approved equal" must notify the owner and supply the manufacturer's shop drawings and specifications for the item(s) a minimum of seven (7) working days prior to the day the quote is due.
 - 2. The owner shall review and make a determination if any and or all proposed "approved equals" meet the plans and specifications for the item.
 - 3. If it is determined that the proposed "approved equals" meet the plans and specifications of the item, the owner shall notify all bidders no later than two (2) working days prior to the day the quotes are due to allow them the opportunity to include that "approved equal" with their quote.
 - 4. Quotes submitted without pre-approved "approved equals" shall not be considered.
 - C. The owner's decision as to equality, merit and quality of an "approved equal" will be final.

2.1 COLOR FINISH SYSTEM AND LINE PAINT

- A. Court Patch Binder: The material for surface patching the courts shall be a concentrated Acrylic binder for mixing with silica sand and cement, "Court Patch Binder" by Plexipave, Div. of California Products Corp., 150 Dascomb Rd., Andover, MA 01819, Phone 800-225-1141, Elite Sport Coating System, SportMaster Sport Surfaces, or "approved equal".
- B. Acrylic Resurfacer: The material for the surface preparation of the courts shall be an acrylic binder for job mixing with silica sand and water for filler coat mixes, "Acrylic Resurfacer" by Plexipave, Div. of California Products Corp., 150 Dascomb Rd., Andover, MA 01819, Phone 800-225-1141, Elite Sport Coating System, SportMaster Sport

Surfaces, or "approved equal".

- C. Color Surfacing System: The color surfacing for the basketball court shall be a ready-to- use, textured color surfacing, "Fortified Plexipave" by Plexipave, Div. of California Products Corp., 150 Dascomb Rd., Andover, MA 01819, Phone 800-225-1141 or SportMaster Acrylic Resurfacer by ThorWorks Industries, P.O. Box 2277, Sandusky OH 44870, Phone 800-326-1994, Elite Color Concentrate by Elite Sport Coating System, SportMaster Sport Surfaces, or "approved equal".
 - 1. Materials for "Fortified Plexipave Color Surfacing System" shall meet Plexipave, Div. of California Products Corporation's specification, Section 10.2.
 - 2. Materials for SportMaster Color Concentrate shall meet ThorWorks Industries' specification.
 - 3. Court colors shall be noted on the plans and be a dark blue and light green.
- D. Line Paint: Line paint shall be 100% acrylic line marking paint, "Plexicolor[®] Line Paint" by Plexipave, Div. of California Products Corp., 150 Dascomb Rd., Andover, MA 01819, Phone 800-225-1141 or SportMaster T/C Textured White Line Paint by ThorWorks Industries, P.O. Box 2277, Sandusky OH 44870, Phone 800-326-1994, Elite Line Paint by Elite Sport Coating System, SportMaster Sport Surfaces White Line Paint, or "approved equal".
 - 1. All lines shall be white unless otherwise noted. 10 and under lines to be light blue.

PART 3 EXECUTION

3.0 COLOR SURFACING SYSTEM AND LINE PAINTING FOR SPORT COURTS

- A. General
 - 1. This work shall not be performed if rain or high humidity is imminent, or unless the air temperature is at least 50°F and rising. Do not apply if surface temperature is in excess of 140° F.
 - 2. Materials specified for the Color Surfacing System shall be delivered to the site in sealed, green painted containers properly labeled with California Products Corporation labels, and stenciled with the proper batch code numbers. Keep containers tightly closed when not in use.
 - 3. The work shall be performed with a flexible rubber squeegee by experienced and trained workers. No application shall be covered by a succeeding application until thoroughly cured.
 - 4. The Owner will inspect each phase of the work and approval must be obtained prior to commencing the next phase of the Color Surfacing System.
 - 5. The colors must be a dark blue and light green. <u>The contractor must submit the</u> color coating manufacturer specs and color samples with their bid.
- B. Protection and Traffic Control

- 1. It shall be the Contractor's responsibility to keep the public off the courts while the color finishing system and line paint is drying. Any disturbance or marring of the finish by foot traffic, bicycle tires, etc. shall be repaired by the Contractor at their expense.
- 2. The courts shall be closed off with caution tape, ropes or barricades, signs or in any manner the contractor chooses to protect the courts.
- 3. This work shall be considered incidental to the cost of the work.
- C. Surface Preparation
 - 1. The surface shall be pressure sprayed at a minimum of 3,000 p.s.i. and scraped to remove any loose areas of color coating.
 - 2. The number of applications and length of time necessary to completely remove loose paint and materials shall be considered incidental to the cost of the work.
 - 3. Edge Preparation
 - a. The contractor shall remove all grass and weeds growing over the edge of the perimeter of the surface. Weeds and grass removed shall be legally disposed of.
 - b. Edge preparation shall be included in the cost of the work.
 - 4. The Owner shall inspect and approve the prepared surface before the contractor continues with the color coating process.
- D. Water
 - 1. It shall be the contractor's responsibility to locate and provide their own source of water through legal means and provide their own hoses and water meter. The contractor is not allowed to use water from private residences.
 - 2. If the contractor is going to use a municipal fire hydrant for water, they shall get a permit and water meter from the municipality and provide the owner with a copy. If another water source is used, the contractor will provide the owner with written verification of approval to use the water source.
- E. Court Patch Binder
 - 1. The asphalt surface to be coated must be sound, smooth, and free from dust, dirt or oily and existing materials prior to the application of surfacing materials.
 - 2. All low areas or "bird baths" shall be patched and leveled with Court Patch Binder using the following mix:
 - 100 lbs. 45-60 mesh silica sand (dry)
 - 3 gallons Plexipave, Elite Court, or SportMaster Patch Binder

- 1 to 2 gallons Portland Cement (dry) (depending on humidity and temperature)
- 3. The contractor shall route, clean and fill in all cracks, pitted edges, nicks, gouges and scrapes with court patch binder.
- 4. If any patch work is performed, the contractor shall sand and pre-coat all patches and check the results of the patchwork performed. After patching, the surface shall not vary more than 1/8 inch in ten feet measured in any direction.
- 5. The owner will inspect and approve the patching work with the contractor before the acrylic resurfacer is applied.
- F. Acrylic Resurfacer
 - 1. The surface to receive the Color Surfacing System shall be clean, sound, free of grease, oils and other foreign materials.
 - 2. After the surface has been approved by the owner, the contractor shall then coat the entire surfaces with Acrylic Resurfacer to achieve a uniform dense surface.
 - 3. Mixing the materials shall be done with clean, fresh water at the project site only.
 - 4. Mixing, application, and rate of application shall be in accordance with the manufacturer's specifications and instructions as follows:
 - 15-20 square yards per gallon. (.05 -.07 gal./sq.yd.)
- G. Color Surfacing System (Two Coats)
 - 1. Color Surfacing Material
 - a. The color surfacing material for the surface course shall be "Fortified Plexipave", SportMaster Color Concentrate, Elite Sport Coating System, or SportMaster Coating System as specified herein.
 - b. The court playing surfaces shall be Fortified Plexipave, Elite Sport Coating System, SportMaster Color Coating System in the following colors as shown on the plans: Court color shall be noted on the plans.
 - c. All court lines shall be white unless otherwise noted. Mixing the materials shall be done with clean, fresh water, and shall be done at the project site only.
 - d. Mixing, application, and rate of application shall be in accordance with the manufacturer's specifications and instructions as follows:
 - First Coat 15-20 square yards per gallon. (.05-.07 gal./sq.yd.)
 - Second Coat 20-25 square yards per gallon. (.04-.05 gal./sq.yd.)
 - e. The two (2) coat Color Surfacing System comprised of two (2) coats of "Fortified Plexipave", SportMaster Color Concentrate, or Elite Sport Coating System shall be

applied to the courts in multiple applications to form a true, uniform surface, texture and color.

- f. The first coat shall be applied length-wise of the surfaces, and the second coat, cross-wise of the surfaces.
- g. Prior to applying the second (finish) coat, an inspection of the entire surface of the courts shall be made, and any ridges, loose or foreign particles shall be removed. The final finish shall be applied cross-wise of the surfaces producing a uniform color throughout when viewed from a distance of 25 feet from any edge of the court at midday.
- h. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.
- i. A final inspection will be made by the owner, and if the surfaces are not covered to a uniform, even texture free of all porosity, a third coat of "Fortified Plexipave" shall be applied to attain uniformity. The third coat of "Fortified Plexipave", if necessary, shall be considered incidental to the cost of the contract.
- H. Playing Lines
 - 1. Four hours minimum after completion of the Color Surfacing System, 2-inch wide playing lines shall be accurately located and marked as shown on the plans and painted with Plexicolor Line Paint, SportMaster T/C Textured White Line Paint, or Elite Sport Line Paint as specified.
- I. Basis of Payment
 - 1. Surface Preparation, Color Surfacing System and Line Painting

This work will be paid for at the contract unit price per **LUMP SUM** in place for surface preparation, color Surfacing System with line painting of the rates, applications, and methods specified herein. This price shall include all necessary patch work, application of Acrylic Resurfacer, and two (2) coats of the Color Surfacing System with all line striping and all other materials involved, all labor and equipment necessary to complete the work.as specified. This price shall include all labor, materials and equipment necessary to complete the work.

3.1 WARRANTY

1. This work shall be warrantied against defective workmanship and material of any nature for a period of one (1) year from date of final payment. The contractor shall repair as originally specified at the contractor's expense and to the satisfaction of the owner.

3.2 REPAIR AND CLEAN-UP

- 1 All areas disturbed by the contractor's operations shall be repaired to their original condition. The contractor shall pay for the repair of all damage to existing roadways, sidewalks, curbs, utilities, plant material, turf and site furnishings caused by his work. If any turfed areas are deemed to be disturbed (rutted, turf damage, etc.), the Contractor shall dress these areas with pulverized top soil and re-seed.
- 2 At the completion of the work under this contract, the contractor shall remove all his debris and accumulated materials caused by his work and legally dispose of it, and leave the site in a clean, neat order acceptable to the owner.
- 3 All repair work and clean up shall be considered incidental to the cost of the contract.
- 4 The Contractor shall re-install the tennis court net(s) and provided by the Owner.

DIVISION 2 - SITE WORK

Tennis/Basketball/Pickleball court color resurfacing. (Reflective crack membranes.)

PART ONE- GENERAL

1.0 SUMMARY

A. This work includes surface preparation including the *ARMOR CRACK REPAIR SYSTEM* and the acrylic color system applications for existing tennis court, basketball court, pickleball court, or similar athletic or play surface.

1.1 QUALITY ASSURANCE

A. Installing firm: Installer must regularly engage in construction and color acrylic surfacing. Documented experience in acrylic color system applications must be provided. Minimum of 10 projects similar in complexity in the last 3 years.

B. Surfacing shall conform to the guidelines of the ASBA, (American Sports Builders Association), USTA (U.S. Tennis Association), and USAPA (U.S. A. Pickleball Association) respectively.

C. Certified installer of ARMOR CRACK REPAIR SYSTEM.

1.2 SUBMITTALS

A. Provide manufacturer specifications for all products, color chart and installation instructions.

1.3 MATERIAL HANDLING AND STORAGE

A. Store materials in accordance with manufactures specifications and MSDS.

B. All surfacing material shall be non-flammable.

C. NO MATERIAL STORED ON SITE during the duration of the project unless fully secured with fencing.

1.4 GUARANTEE

A. Provide guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion unless otherwise stated.

PART TWO- PRODUCTS

2.0 MANUFACTURERS

A. U.S. Tennis Court Construction Company Lockport, IL 60441/ Elite Sport Coating System.

B. A.S.T., LLC Farmingdale, NJ 07727/ ARMOR CRACK REPAIR SYSTEM

C. Approved equal products.

2.1 MATERIAL

A. Patching Mix (Elite Patch Binder)-for use in patching cracks, holes, depressions, "birdbaths" and other surface imperfections.

B. Acrylic Patch Crack Filler (Elite Acrylic Patch Crack Filler)-for use in filling cracks

C. Acrylic Resurfacer (Elite Acrylic Resurfacer)- Mixed with approved silica sand and applied as a filler coat on new or existing asphalt surfaces and for pre-coating rough areas.

D. Acrylic Color Playing Surface (Elite Color Concentrate) mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color.

E. Textured Line Paint (Elite Textured Line Paint)-for use as line or graphic marking on play surface.

F. ARMOR Adhesive (Follow Armor Crack Repair Guidelines) Adhesive used in bonding ARMOR CRACK REPAIR SYSTEM layers.

G. ARMOR CRACK REPAIR SYSTEM- Expandable tapes fabrics applied over prepared cracks.

PART THREE- EXECUTION -

USTA TENNIS COURT RESURFACING DETAILS TO BE HONORED. In the event of a conflict between USTA details and the rest of these specifications, the USTA DETAILS SHALL BE FOLLOWED.

USTA-

This document provides all the details that USTA recommends be included in your scope of work estimates. Please provide this form to your contractor and ask to include these details directly in their scope of work contract. Please **do not** submit this document and a contractor estimate.

- <u>Court Cleaning/Preparation</u> Court Cleaning/Preparation The contractor shall sand, scrape and/or power wash the entire court surface to remove dirt, stains, debris, mildew, loose surfacing material and other materials that may impact the adhesion of the acrylic coatings.
- Low Spot/Birdbath Repair Prior to the application of the court surface system, the entire court area shall be water flooded and allowed to drain for sixty minutes. At that time the surface shall be inspected for depressions, and areas holding water deeper than 1/16 inch shall be clearly marked to establish the bird bath outline. Once they are completely dried, the outlined area shall be patched and leveled using acrylic court leveling material.
- <u>Crack Repair</u> (typical for small cracks) The contractor shall rout, air blow, and clean all structural cracks in the pavement. All
 cracks will fill their entire depth with acrylic patch binder material. Multiple applications may be necessary. The contractor shall
 feather and sand all crack repairs to be even with the adjacent court surface.
- Manufactured Crack Repair (If recommended is typically used on cracks > 1") The contractor shall overlay # of linear feet linear feet of pavement cracks with a manufactured crack repair system in accordance with the manufacturer's instructions and recommendations. (Please specify the proposed crack repair system to be used).
- <u>Resurfacer Coats</u> (based on court condition 1-2 coats is typical) The contractor shall provide and install 1 coat of acrylic resurfacer at an undiluted coverage rate consistent with the manufacturer's product specifications. (Please specify the product/manufacturer to be used).
- Color Coats (2-3 coats is typical) The contractor shall provide and install 2 coats of acrylic color (with sand) at an undiluted coverage rate consistent with the manufacturer's product specifications. (Please specify product/manufacturer to be used).
- Playing Lines The contractor shall provide and install 2 coats of playing lines in accordance with the Rules of Tennis. Lines shall be installed using line masking tape that is primed to seal the edge and minimize any bleed under the tape. Lines shall be crisp and straight. Fuzzy lines shall not be accepted. All playing lines will be installed with textured line paint. Playing lines shall be brushed or rolled, not sprayed.
- 8. <u>Blended Playing Lines</u> (for player safety we recommend courts alternate 60'/36' and 60' only) The contractor shall provide and install blended 60 foot tennis playing lines on all courts at the facility, in accordance with the USTA recommendations for blended playing line installation. Blended lines to be 1 ½" wide, terminate 3" from the 78' court playing lines, and be textured line paint within the same color family as the 78' court.
- <u>Clean Up</u> (Specifications should include the cleanup work that the contractor will complete) IE: The contractor will remove all materials, equipment, barrels, etc. from the site and restore the general site to an acceptable condition.
- <u>Additional Scope Items:</u> (Any additional work shall also be detailed in the estimate as well). IE: Court Layout and/or gate access
 modifications would require a site plan; Repair/replacement or installation of any new fencing/gates or net post/center strap anchors
 would require details and specifications. (Please discuss these additional details with your project consultant).

NOTE: All acrylics should be provided by one manufacturer to ensure compatibility of products.

3.0 WEATHER LIMITATIONS

A. Do not install when rain is imminent or extremely high humidity prevents drying.

B. Do not install if surface is wet or damp.

C. Do not apply unless surface and air temperatures are 50°F and rising. *above 60°F during crack repair installation.

D. Do not apply if surface temperature is more than 140°F.

3.1 PREPARATION FOR ACRYLIC COLOR SYSTEM.

A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using floor scrapers, wire brooms, and mechanical blowers.

B. Surface areas with embedded dirt, or algae growth shall be pressure washed. Entire surface washing may be required. Surfaces shall be power washed using a deck power washing unit or Hydo-Jet-Blaster, wand washing will not be accepted. Surface, fencing, and athletic equipment shall be thoroughly rinsed following surface washing.

C. Cracks with vegetation shall be treated with herbicide. Cracks shall be routed with a mechanical crack router. All loose material and old or foreign crack filler shall be completely removed.

3.2 CRACK FILLING

A. Cracks shall be filled from bottom to top with acrylic patch crack filler. Special care shall be taken to assure all void space is filled. Multiple applications will be required to level crack filler with adjacent surface.

B. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.

C. Strictly follow manufactures mixture guidelines and moisture limitations.

3.3 ARMOR CRACK REPAIR SYSTEM

A. Install ARMOR CRACK REPAIR SYSTEM over fully prepared cracks.

B. Strictly follow manufactures installation guidelines.

3.4 COURT DEPRESSIONS "BIRDBATHS"

A. Testing: Surface shall be flooded with water by rain or manually with clean water. Surface shall be allowed to drain for 45-60 minutes in sunlight at 70°F. Remaining depressions holding enough water to cover a five cent piece (American Nickel) shall be marked.

B. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife, or similar method.

C. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance.

D. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications.

E. Strictly follow manufactures mixture guidelines and weather limitations.

3.5 ACRYLIC FILLER COAT(S) (RESURFACER)

A. Apply two (2) coats of properly textured acrylic resurfacer shall be applied to entire surface. Special care shall be taken to keep a wet edge and remain consistent.

B. When surface is completely dry, surface shall be inspected for, ridges, bumps, and debris. Any inconsistencies shall be corrected prior to color coat applications.

C. Strictly follow manufactures mixture guidelines and weather limitations.

3.6 ACRYLIC COLOR PLAYING SURFACE

A. Complete a thorough inspection, remove any bumps or ridges in resurfacer coats, and clean surface of all loose dirt, leaves, or other debris.

B. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the perimeter area. Follow USTA & USAPA guidelines for court dimensions.

C. Colors and their placement shall be determined by the owner. Colors and the placement of the colors shall be verified by the owner prior color applications.

D. Textured acrylic color surface shall be applied in two (2) applications with a 50 durometer rubber squeegee. No application should be made until the previous application is thoroughly dry.

E. Strictly follow manufactures guidelines and weather limitations.

3.7 LINE PAINTING

A. Lines shall be carefully laid out in accordance with the USTA & USAPA guidelines.

B. Masking tape shall be applied and rolled to result in a two inch (2") wide width unless otherwise stated.

C. Masked lines shall be primed with acrylic line primer to seal the void between the textured surface and masking tape edge.

D. One (1) coat of textured white line paint shall be applied by brush or roller. NO SPRAY APPLICATIONS PERMITTED.

3.8 PROTECTION

A. Erect temporary barriers to protect coatings during drying and curing.

B. Lock gates to prevent use until acceptance by the owner.

3.9 CLEAN UP

A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations.

B. Remove all barriers and locks.

DecoTurf and Armor Crack Repair product specifications to follow. Any discrepancies between the standard specifications above and product specifications to follow shall be ruled by the product specifications, unless specifically noted otherwise.

DecoTurf[®] Installation Guideline

FOR NEW OR EXISTING ASPHALT SURFACES

Scope

This Installation Guideline is intended as a general reference to describe product usage and construction techniques which will tend to provide an evenly textured, cushioned, color surface for new or existing hot mix asphalt pavement tennis courts.

1.0 SURFACE PREPARATION

1.1 Base Construction

Surface must meet or exceed the American Sports Builders Association (ASBA) applicable Guidelines. Upgrading and recoating previously colored surfaces requires the surface and base construction to be in sound condition and in compliance with the applicable ASBA Guidelines.

1.2 Substrate Curing Requirements

New hot-mix asphalt surfaces must be allowed a minimum of 14 days cure time before application of Deco Surfacing products.

1.3 Grack Filling

The surface must be smooth, free of dirt, loose or flaking paint, oily materials or chemical residues, vegetation of any sort and any other debris or foreign matter that may prevent the proper product adhesion. Thoroughly rout existing cracks of dirt, debris and loose impediments. Cracks should be blown clean with an air compressor. After cleaning, apply Deco Crack Filter 64061 to fill cracks. See Specification 64061 for details.

1.4 Surface Imperfections

Before the application of Deco products, the court surface shall be flooded with water and allowed to drain. Any depressions capable of submerging a U.S. five-cent piece after one hour should be marked with chalk, not crayon or a grease pencil. These areas must be allowed to thoroughly dry. Once dried, apply Acrylic Patch Binder 920-39 to the marked area(s). See Specification 920-39 for details.

1.5 Priming

Priming of asphalt surfaces is only necessary if existing asphalt is too badly weathered to establish a strong bond with the Acrylic Resurfacer. In the case of extremely oxidized asphalt surfaces, contact your Deco Area Manager.

2.0 REQUIRED MATERIAL FOR DecoTurf on Asphalt

The following products will be referenced in this Installation Guideline. For detailed product information consult the individual Specifications:

Acrylic Patch Binder 920-39 Deco Crack Filler 64061 Acrylic Resurfacer 920-29 DecoTurf II 920-30 DecoBase II 920-05 DecoBase I 920-05 DecoColor MP Classic 920-27 White Line Paint 920-22

3.0 APPLICATION OF ACRYLIC RESURFACER 920-29. Deco recommends 1-2 coats of Acrylic Resurfacer 920-29 prior to the application of <u>any</u> Deco Surfacing System. The undiluted coverage rate for Acrylic Resurfacer is approximately 0.06 gallons per square yard, per application.

3.1 Mixing Instructions

The following mix has been found to be satisfactory for average surface conditions:

55 gallons	30 gallons
600 - 900 lbs.	325 - 400 lbs.
20-40 gallons	11-22 gallons
	600 - 900 lbs. 20-40 gallons y, silt, ferrous m

Thorough mixing is required. A mechanical mixer is recommended and mixture should be stirred until homogeneous. Periodic mixing should take place as job progresses to ensure consistent application. In very warm conditions more water may be added.

3.2 Installation

Using a 50-70 durometer rubber squeegee, apply Acrylic Resurfacer mix parallel to one of the sides of the surface area. Care should be taken not to leave ridges where adjoining applications overlap. Under hot conditions, application is improved by keeping surface damp with a fine mist water spray. Never allow water to pool on the surface.

3.3 Drying and Cure Time

Acrylic Resurfacer must be allowed to cure a minimum of 2 hours before applying additional acrylic coatings, assuming 70°F temperatures and 50% relative humidity. Low temperatures and high humidity will increase drying time dramatically.

4.0 APPLICATION OF DECOTURF II 920-30 COURSE

Three (3) applications are the minimum required prior to the application of DecoBase II. The <u>unsilided</u> coverage rate for DecoTurf II is approximately 0.16 gallons per square yard, per application. Additional coats of DecoTurf II may be installed to increase resiliency. Consult Specification 920-30 and/or your Deco Area Manager for details.

4.1 Mixing Instructions

The	following	mix	has	been	found	to	be	satisfactory	for
avera	age surfac	e co	nditio	MS:					

DecoTurf II® 920-30	55 gallons	
Clean potable water	10 - 12 gallons	

Thorough mixing is required. A mechanical mixer is recommended and mixture should be stirred until homogeneous. Periodic mixing should take place as job progresses to ensure consistent application. In very warm conditions more water may be added.

4.2 Installation

Using a 50 durometer flexible rubber squeegee or approved spray apparatus, apply the DecoTurf II mix parallel to one of the sides of the surface area. Care should be taken not to leave ridges where adjoining applications overlap. Application in hot conditions is improved by keeping surface damp with a fine mist water spray. Do not allow the spray to puddle. When the first application has cured the next coat should be installed at 90° to the previous application.

4.3 Drying and Cure Time

Before re-coating, each application of DecoTurf II must be allowed to fully cure. Under optimum installation conditions (70°F temperatures and 50% relative humidity) a maximum of two coats per day can be installed.

5.0 APPLICATION OF DECOBASE II® 920-06 COURSE

Two-three (2-3) applications are the minimum required over DecoTurf II, however additional coats may be installed to increase resiliency and surface consistency. The <u>undituted</u> coverage rate is approximately 0.10-0.12 gallons per square yard, per application. Consult Specification 920-06 and/or your Deco Area Manager for details.

5.1 Mixing Instructions

The following mixes have been found to be satisfactory for

average surface conditions:	
DecoBase II® 920-06	55 gallons
Clean potable water	10 - 12 gallons

Thorough mixing is required. A mechanical mixer is recommended and mixture should be stirred until homogeneous. Periodic mixing should take place as job progresses to ensure consistent application. In very warm conditions more water may be added.

5.2 Installation

Using a flexible rubber squeegee, 50 or 70 durometer, or approved spray apparatus, apply the DecoBase II mix parallel to one of the sides of the surface area. Care should be taken not to leave ridges where adjoining applications overlap. Application in hot conditions is improved by keeping surface damp with a fine mist water spray. Do not allow the spray to puddle. When the first application has cured the next coat should be installed at 90° to the previous application.

5.3 Drying and Cure Time

Before re-coating, each application of Deco Base II must be allowed to fully cure. Under optimum installation conditions (70°F temperatures and 50% relative humidity), a maximum of two coats per day can be installed.

6.0 APPLICATION OF DECO TEXTURE COURSE

The Deco color surfacing system consists of two distinct components. DecoBase I acrylic texture coating and DecoColor MP Classic. DecoBase I is supplied as an unpigmented concentrate intended to be tinted with DecoColor MP Classic. Two (2) applications have proven to give excellent performance results. The <u>undiluted</u> coverage rate is approximately 0.06 gallons per square yard, per application (150 square feet per gallon). If applied over DecoBase II the undiluted coverage rate is approximately .0865 gallons per square yard, per application (105 square feet per gallon).

6.1 Mixing Instructions

The following mixes have been found to be satisfactory for average surface conditions:

DecoBase I 920-05	55 gallons
DecoColor @ MP Classic 920-27	15 gallons
Clean potable water	23 gallons

Thorough mixing is required. A mechanical mixer is recommended and mixture should be stirred until homogeneous. Periodic mixing should take place as job progresses to ensure consistent application. In very warm conditions more water may be added.

6.2 Installation

Using a 50 durometer flexible rubber squeegee apply DecoBase I and DecoColor MP Classic mix parallel to one of the sides of the area to be coated. Care should be taken not to leave ridges where adjoining applications overlap. Application in hot conditions are improved by keeping surface damp with a fine mist water spray. Additional applications should be installed at 90° to the previous application.

6.3 Drying and Cure Time

The Deco Texture Course must be allowed to dry 4 hours before another coating can be applied, assuming 70°F temperatures and 50% relative humidity. Low temperatures and high humidity will increase drying time dramatically.

7.0 APPLICATION OF DECOCOLOR FINISH COURSE

One (1) finish course of DecoColor MP Classic has proven to give excellent performance results. The <u>undiluted</u> coverage rate for the DecoColor finish course is approximately 0.04 gallons per square yard, per application.

7.1 Mixing Instructions

The following mixes have been found to be satisfactory for average surface conditions:

DecoColor MP Classic 920-27	55 gallons	30 gallons
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Clean potable water	38 gallons	20 gallons
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Thorough mixing is required. A mechanical mixer is recommended and mixture should be stirred until homogeneous. Periodic mixing should take place as job progresses to ensure consistent application. In very warm conditions more water may be added.

7.2 Installation

Using a 50 durometer flexible rubber squeegee apply DecoColor MP Mix parallel to one of the sides of the area to be coated. Care should be taken not to leave ridges where adjoining applications overlap. Applications in hot conditions are improved by keeping surface damp with a fine mist water spray. No pooling should be allowed. Additional applications should be installed at 90° to the previous application.

7.3 Drying and Cure Time

DecoColor MP must be allowed to dry for 4 hours between coating applications, assuming 70°F temperatures and 50% relative humidity. Low temperatures and high humidity will increase drying time dramatically.

8.0 APPLICATION OF WHITE LINE PAINT 920-22

One (1) application has proven to give excellent coverage. Approximately 3/4 gallon is needed for a standard tennis court.

8.1 Mixing Instructions

White Line Paint comes ready to apply. Only gentle stirring is necessary. DO NOT DILUTE.

8.2 Striping Layout

Consult the American Sports Builders Association specifications for proper striping layouts.

8.3 Application

Apply White Striping Paint 920-22 to the clean, dry, color coated surface by brush, roller, airless spray or special marking equipment. Apply tape to both sides of the area to be striped. Apply a primer coat of the final acrylic color coating over the inside edges of the tape. This will seal the tape to the acrylic surface and prevent the White Striping Paint from bleeding under the tape. One coat is usually enough.

8.4 Drying and Cure Time

White Striping Paint must be allowed to dry for 4 hours between coating applications, assuming 70°F temperatures and 50% relative humidity. Low temperatures and high humidity will increase drying time dramatically. Completed projects should be allowed 24 hours before releasing to play.

9.0 LIMITATIONS 9.1 Surface Limitations Deco Surfacing products are limited to application on hot-mix asphalt and Portland cement concrete recreational surfaces. Deco Surfacing Systems does not recommend, nor authorize application on any other surfaces without prior approval from your Deco Area Manager.

9.2 Weather Limitations

No part of the construction involving the Deco Surfacing System should be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 60°F and rising. Do not apply when surface temperature is above 140°F.

9.3 Will Not Prevent Cracks

No part of the installation will prevent cracks from occurring or prevent existing cracks from reappearing.

9.4 Do Not Over Dilute

Over dilution can cause streaking, foaming, adhesion failure, sand fail-out and poor overall durability of the coating.

9.5 Indoor Application Curing

Drying times are retarded by high humidity, cool temperatures or lack of air movement. This is particularly important to note when installing indoors, where all three factors are often very pronounced. Consult your Deco Technical or Sales Representative for dry time requirements.

9.6 Keep From Freezing

Water-based, acrylic products must be kept from freezing during storage or in transit. If you receive product you suspect may have been exposed to freezing temperatures, consult your Deco Area Manager for proper handling instructions.

10.0 LIMITED WARRANTY

The Company warrants that the products to be delivered and sold there under are the kind and quality described in its specifications and no other warranty, except of title, is expressed or implied. All other warranties and/or liabilities, including consequential damages, are specifically excluded whether the directions for a product's use are followed or not. Notification of any apparent defect or defects shall be made promptly in writing to the Company. Should any product (unless sold as is) prove, upon our inspection, to be defective in workmanship or materials in accordance with the specifications, the Company will replace the product or refund the purchase price. No person has the authority of the Company to make or accept any other warranty, liability, or conditions on the Company's behalf. If the above stated conditions of this warranty are unacceptable, the purchaser may return, at his expense, all unopened packages, bags or containers for credit within 30 days from the date of nunchase

11.0 FOR FURTHER INFORMATION

California Products Corporation manufactures many different recreational surfaces products. For additional information, contact us at:

Deco Surfacing Systems a division of California Products Corporation 150 Dascomb Road Andover, MA 01810 (800) 332-5178 specs@decoturf.com

Armor[®] Crack Repair System Product Specifications

DESCRIPTION:

The ARMOR® Crack Repair System utilizes a specially knitted fabric that expands as the crack widens. Fabrics that do not expand (such as fiberglass) simply tear or delaminate as the crack widens during the cold winter months. Our fabric, however, stretches similar to t-shirt material. The secret to making our fabric work best is how it is purposely NOT bonded to the court in the vicinity of the crack (sometimes called a "slipsheet"). This allows more movement of the crack without the fabric tearing or delaminating from the surface. Thus, the reason why the ARMOR® Crack Repair System works so well is that it effectively spreads the stress of the crack over a six-inch wide area of expandable fabric.

Although the ARMOR® Crack Repair System will not prevent cracks from developing elsewhere on the court, or prevent cracks from growing in length out beyond the repair, it has successfully kept repaired structural cracks from reappearing on the surface of tennis courts for as long as 15 years. There are some limitations and not all cracks are repairable with our product, so talk to your contractor about your specific court.

OTHER CRACK REPAIR SYSTEMS:

All crack repair "systems" are not the same. ARMOR®, the original fabric crack repair system, is the benchmark to which all other systems compare. Saying their crack repair system is "just as good as **ARMOR**[®]" doesn't mean it's true. Of the three most popular crack repair "systems", the **ARMOR**[®] **Crack Repair System** is the only one that utilizes the proven "slipsheet" technology described above. The completed ARMOR® repair is the widest of all repairs at thirty-six inches. Narrow repairs tend to delaminate. And, most importantly, ARMOR® employs two layers of expandable fabric over the crack, whereas the other systems use only one layer. Other systems are promoted as being "faster to install", since one layer is faster to install than two. But, two layers are proven to last twice as long.

SURFACE PREPARATION:

The existing surface must be clean and contaminate free. The repair will not stick to dirt, mildew, pollen, dust, leaves, or loose paint. Scraping the surface of the court and blowing off all the debris is usually adequate; however, pressure washing the court surface is sometimes necessary. In those cases, the cracks should be filled first to prevent water from going into the cracks during pressure washing

Remove all previous crack repair materials that are loose or not bonded well to the court, including any rubberized crack filling material. If you can peel up the old repairs or the existing surface coatings, then they must be removed in order to provide a sound base for the **ARMOR[®] Crack Repair System** to adhere. This repair will only be as strong as the surface to which it is bonded

INSTALLATION:

Installation of ARMOR® does not leave margin for error; therefore, it is not a do-it-yourself product. ARMOR® is sold to and installed by tennis court contractors who have the tools and experience necessary to understand the application. It is absolutely imperative that ARMOR[®] is installed according to our explicit DVD video instructions. Any deviation during installation may cause this system to fail.

LIMITATIONS:

- Do not install when the temperature is below 70° F or when the temperature goes below 60° F overnight.
- Do not install on overcast days (direct sunlight, not high temperatures, dries the repair best)
 Do not install after it has rained. Give the cracks time to dry out.
- · Do not install when rain is predicted or likely.
- Do not install on dirty, damp, or cold surfaces.
- · Do not install on cracks that emit moisture.
- Do not install with in-line skating materials as they are too brittle to expand.
- Do not install using Asphalt Emulsion or over old or peeling Asphalt Emulsion.
- . Do not use a rubber squeegee or broom to apply the glue and fabric.

WARRANTY:

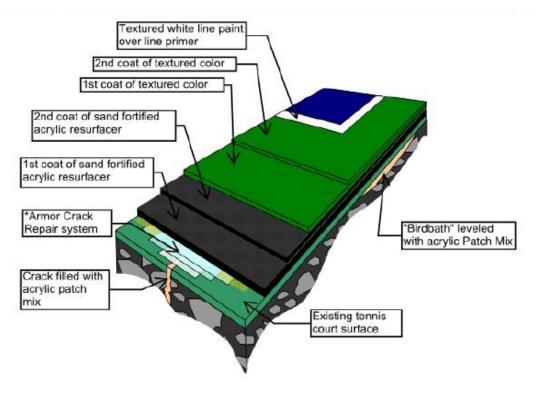
The methods and techniques represented in the ARMOR® Crack Repair System literature have been used successfully to achieve the results described based on our many years of experience. The decision to use any of these methods or techniques, or to use this product, is solely the choice of the user. The **ARMOR® Crack Repair System** warrants our products to be of merchantable quality. There are no other warranties either expressed or implied or which extend beyond the description of the face hereof. We do not have control of the installer, the application process, the ingredients used, or the weather in which it was installed. In other words, we can not be responsible for job conditions nor quality of workmanship and, therefore, we can not warranty the completed **ARMOR[®] Crack Repair System**. This product is not designed to repair all types of cracks. Before using, the user shall determine the suitability of this product for the intended use and the user assumes all risk in connection therewith. This warranty gives you specific legal rights which may vary from state to state.



ArmorCrackRepair.com • 877-99-ARMOR • 877-992-7667

5050 Industrial Road, Farmingdale, NJ 07727 © 2015 A.S.T., LLC

Color coat resurfacing with Armor Crack Repair system Cross section:



END OF SECTION

2025 COLOR COATING PROJECT MAPS AND DRAWINGS

Locations of Base Bid:

Hasbrook Park Tennis and Basketball Courts, 333 W. Maude Ave.; Arlington Heights, IL 60004

- a. <u>https://maps.app.goo.gl/NRJt7kcx55ecYKtP6</u>
- b. Two Outdoor Tennis Courts
- c. Four Outdoor Half Basketball Courts



Frontier Park Tennis Courts, 1929 N. Kennicott, Arlington Heights, IL 60004

- d. <u>https://maps.app.goo.gl/MPhRAWnWDFbU3jRZ9</u>
- e. Two Outdoor Tennis Courts



Pioneer Park Tennis Courts, 500 S. Fernandez Ave., Arlington Heights, IL 60005

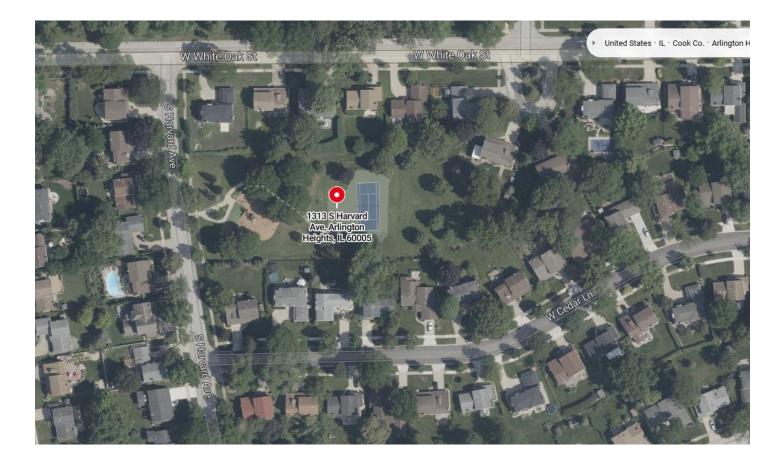
- <u>https://maps.app.goo.gl/UHVMxU4T1iP7K6iT6</u>
- Four Outdoor Tennis Courts



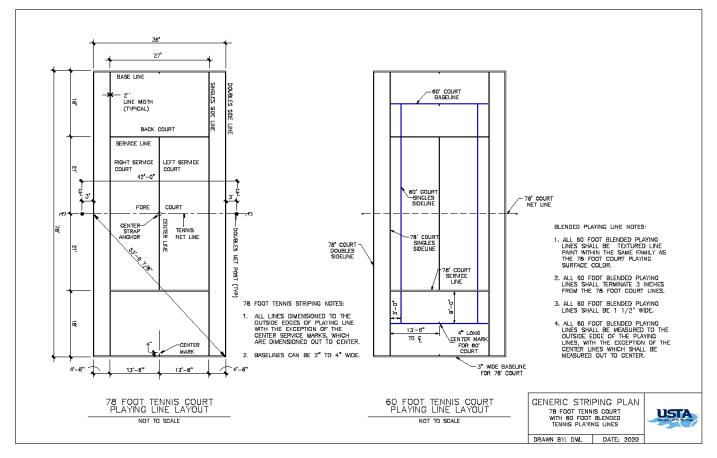
Location of Alternate #2:

Victory Park Basketball Court, 1313 S. Harvard Ave., Arlington Heights, IL 60005

- victory park arlington heights illinois Bing Maps
- One Basketball Court



USTA STRIPING PLANS, INCLUDING QUICKSTART, 60' BLENDED





Girlington Heights Park District 410 North Arlington Heights Road 847-577-3000
Project AHPD 2025 COLOR COATING BID
Issues & Revisions # Date Description
cale: 1" = 200'
100'200'400'600'Sheet TitleHasbrook ParkTennis &Baskebtall
Date: May 1, 2025

1 of 4





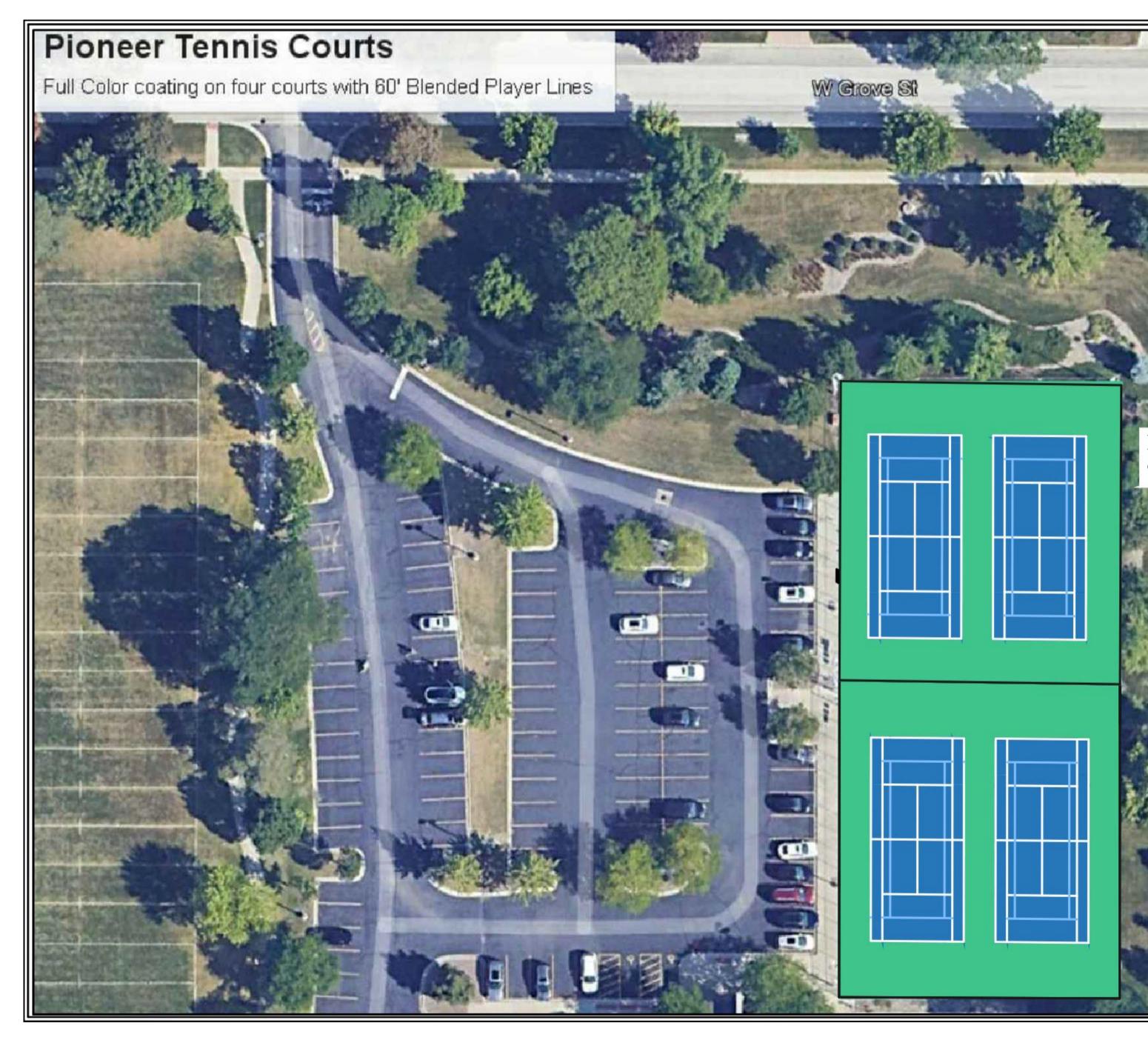
Project

AHPD 2025 COLOR COATING BID

Armor Crack Repair, Level Bird Baths, Full Color Coating with Lt. Blue Quickstart lines on both courts.

Date: May 1, 2025







Project

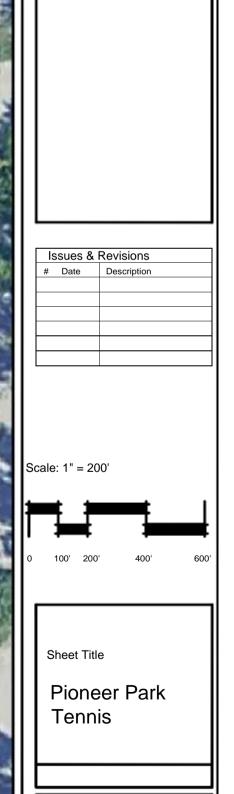
AHPD 2025 COLOR COATING BID

Blue = 11,638 SF Green = 13,736 SF

> Armor Crack Repair, Level bird baths and Full Color

Coating with Lt. Blue Quickstart

lines on all four



Date: May 1, 2025

3 of 4