

**REQUEST FOR PROPOSAL  
HOMEWOOD-FLOSSMOOR PARK DISTRICT**

**Tennis Court Repair, Resurfacing and Color Finishing**

**Flossmoor Hills Park  
Hamlin Avenue & 188<sup>th</sup> Street  
Flossmoor, IL**

**I. Introduction**

The Homewood-Flossmoor Park District is seeking proposals for tennis court repair, resurfacing and color finishing for two tennis courts at one park district park location.

**II. Project Description/Locations**

Tennis court repair, resurfacing and color finishing of the two tennis courts at Flossmoor Hills Park, Hamlin Avenue & 188<sup>th</sup> Street, Flossmoor, Illinois 60422.

**III. General Conditions and Requirements**

This request for proposal (RFP) is only an invitation to submit a proposal and does not commit the park district in any way to enter into a contract for tennis court resurfacing. In addition, the RFP does not obligate the Park District to pay any costs incurred by any respondent in conjunction with the preparation of a response to this request.

The following provisions, without limitation, apply:

- A) Contractor will submit an invoice for payment which will be paid according to the Park District's established payment procedure. The request for payment shall include a sworn statement and final waivers from the contractor and all subcontractors and material suppliers. **The Contractor MUST submit a notarized, certified payroll, pursuant to Illinois law, and as approved by the Illinois Department of Labor stating the wages paid to each craft of employee and all other required information.**
  
- B) The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm.Code 750. App.A) copy attached; and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations

of all departments and bureaus of the county, city and state having lawful jurisdiction. WAGES AND RATES: In all work performed under this Contract the Contractor and all of its subcontractors shall comply with the provisions of AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130/1 et seq.) The contractor shall not pay less than the rates of wages prevailing in the District as determined by the Illinois Department of Labor to all laborers, mechanics and workers performing any work under this Contract.

- C) The Contractor shall require all of its subcontractors to comply with the requirements of the preceding paragraph, which shall be incorporated in each and every subcontract for all or any portion of the work. Prevailing wage rates are revised from time-to-time by the Illinois Department of Labor, and those rates are available at the Department's official website. ILLINOIS WORKERS: The Contractor shall comply with all requirements of 30 ILCS 570/1 et. seq., with reference to Employment of Illinois Workers on Public Works Project Act. The Contractor shall submit a certificate as required by the Illinois Criminal Code, 720 ILCS 5/33E, *et seq.* "SUBSTANCE ABUSE PREVENTION: the Contractor shall comply with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, *et. Seq.*).
- D) Documents submitted in response to the RFP become the exclusive property of the Park District and are accordingly considered public records under the Freedom of Information Act. The Act specifically exempts proposals until a final award is made.
- E) The Park District expressly reserves the right at any time and from time to time, for its own convenience, and without notice to do any or all of the following:
- Waive or correct any defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
  - Reject any and all proposals, with or without cause, and without obligation to indicate any reason for such rejection.
  - Modify the selection procedure, the scope of the proposed license, minimum requirements, or the required responses.
  - Negotiate with any, all, or none of the respondents to the RFP.
  - Must comply with all American with Disabilities regulations.

#### **IV. Qualifications**

The selected firm will demonstrate a proven record in providing comparable services.

- A) Provide five (5) acceptable references. List your experiences dealing with similar service.

B) Insurance Requirements for Contractors – Attention is directed to the insurance requirements below. It is highly recommended that companies confer with their respective insurance carriers or brokers to determine in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with services, products and materials supplied to the Park District. The cost of such insurance shall be borne by the Contractor.

## **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

### ***Minimum Types and Limits of Insurance***

#### **Commercial General Liability**

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

If the Contractor maintains higher limits than the minimums shown above, the Park District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

#### **Cyber Liability**

Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Park District and for claims involving any professional services for which Contractor is engaged with Park District for such length of time as necessary to cover any and all claims

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Park District. At the option of the Park District, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects

the Park District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Park District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Park District.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Park District.

***Verification of Coverage***

Contractor shall furnish the Park District with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Park District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Park District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Waiver of Subrogation***

Contractor hereby grants to Park District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Park District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the Park District has received a waiver of subrogation endorsement from the insurer

***Special Risks or Circumstances***

Park District reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising out of or resulting from Contractor's activities, 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, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, irrespective as to whether 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 Park District, 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.

C) Contractor shall show proof that it has all required state and local licenses to provide the services set forth in this RFP.

**V. Response to the Request**

Questions concerning this request must be directed to Doug Boehm, Superintendent of Parks and Planning, at 708-957-0280 or [dboehm@hfpark.com](mailto:dboehm@hfpark.com).

Interested companies must respond to this request no later than **Wednesday, May 9, 2018 at 10:00 a.m.**, at which time all proposals will be opened.

Proposals should be submitted in a sealed envelope and directed to:

Doug Boehm, Superintendent of Parks & Planning  
Homewood-Flossmoor Park District  
3301 Flossmoor Road  
Flossmoor, IL 60422  
708-957-0280 phone  
708-957-8574 fax  
[dboehm@hfparks.com](mailto:dboehm@hfparks.com)

## **SCOPE OF WORK**

Work to be completed by June 15, 2018.

### **SECTION I**

#### **A. Homewood-Flossmoor Park District's two Flossmoor Hills Park tennis courts:**

1. Clean courts; pressure wash as needed
2. Fill existing cracks with court patch binder
3. Surface grind raised cracks
4. Level "bird baths"
5. Apply one coat of acrylic resurfacer over repairs
6. Apply one coat of acrylic resurfacer over entire court
7. Apply two coats of fortified Plexipave color
8. Stripe per United States Tennis Association

#### **B. Specifications for repair and color coating of existing courts**

##### **1.0 General**

###### **1.01 Section Includes**

- A. Preparation
- B. Crack Repair
- C. Color System

##### **2.0 Products**

###### **2.01 Color System**

- A. California Products
  1. Current US Open colors for tennis courts

or equal as approved by the Homewood-Flossmoor Park District

##### **3.0 Execution**

###### **3.01 Preparation**

- A. Remove all tennis nets and store.
- B. Court surface shall be cleared off of dust and debris with air blowers. All stains shall be cleaned with T.S.P. (Tri Sodium Phosphate).

### **3.02 Crack Repair**

- A. All cracks shall be sanded down level with a surface grinder.
- B. Fill all cracks with latex binder.

### **3.03 Court Leveling**

- A. All holes and depressions shall be patched level to match surrounding elevation.
- B. All repaired and fiber glass areas shall receive an additional coat of resurfacer.

### **3.04 Color System**

- A. The color finish shall be Plexipave. This system includes:
  - 1. Resurfacer
    - a. One (1) coat of acrylic resurfacer shall be applied over the repairs and one (1) coat of acrylic resurfacer shall be applied to the entire court area in order to provide a uniform and even surface.
  - 2. Color
    - a. US Open colors for tennis courts
    - b. Two (2) coats of fortified Plexipave color shall be applied to the entire court surface.
  - 3. Playing Lines
    - a. Lines shall be taped in order to assure razor sharp edges prior to painting.
    - b. Two (2) coats of acrylic line paint shall be applied accurately and in accordance with the U.S.T.A.
    - c. Baseline to be 3 inches wide

## **SPECIAL PROVISIONS**

### **A. Contractor Qualification**

The work on the court surface shall be performed by persons regularly engaged in this type of work and who have an established reputation in the construction and resurfacing of tennis and/or inline hockey courts. The contractor shall furnish, to the satisfaction of the owner, proof of previous experience in all-weather tennis court construction and resurfacing.

### **B. Experience**

The contractor will submit a list of outdoor tennis courts he has constructed or resurfaced during the past three (3) years. A partial list will be acceptable. The list should contain: owner, location, number of courts and year constructed or resurfaced.

### **C. Materials**

The all-weather resurfacing materials specified herein are products of Plexipave. This specification requires the provision of a complete surfacing system of specially formulated materials, each compatible with the other, which, when properly installed, will produce a high quality of all-weather surface. Under no circumstances will a surfacing system comprise of several products produced or manufactured from different sources be considered.

Materials specified for Plexipave shall be delivered to the site in sealed, properly labeled drums with labels that are stenciled with the proper batch code numbers. Products packaged or labeled in any other manner will not be accepted. Mixing with clear fresh water shall only be done at the job site. Coverage rates are based upon material prior to mixing with water as specified.

### **D. Methods of Construction**

The filler and finish courses shall be applied by squeegees and brooms. Mechanical spray equipment and spreaders will not be permitted. All materials will be delivered to the job site in their original unopened containers where they will be checked by the owner. All methods of construction must be submitted to the owner for approval.

Manufacturer's direct representative must be readily available to the owner during construction.

E. Construction

1. All cracks shall be cleaned and filled with acrylic filler.
2. Prior to application of surfacing materials, the entire surface should be checked for minor depressions or irregularities. Leveling of the playing surfaces and 4 ft. extending beyond each base line must be performed with a 10 ft. straight edge. Any depressions greater than 1/8 of an inch should be filled with court patch material.
3. In order to provide a smooth dense underlay for acrylic color courses, two applications of acrylic resurface shall be applied to the surface. No applications shall be covered by a succeeding application until thoroughly cured.
4. Color coats Fortified Plexipave shall be applied by rubber squeegee on the clean dry surface in two (2) applications to obtain a quantity of 60-90 gallons per 800 square yards prior to dilution. A dilution rate not to exceed one part water; two parts Plexipave. No application shall be covered by a succeeding application until thoroughly cured. The diluted material shall be homogeneous. Segregation before or during applications will not be permitted. The finished surface shall have a uniform appearance and be free from ridges and tool marks.
5. Playing Lines - Four hours minimum after completion of the color resurfacing 2-inch wide playing lines and 3-inch base lines shall be accurately located, marked and printed as specified by U.S. Tennis Association with Plexicolor Line Paint.
6. Upon completion of the work, the contractor shall remove all containers and debris and leave the site in a clean and orderly condition acceptable to the owner. Gates shall be secured and all containers shall be disposed of in accordance with Local, State and Federal regulations

F. Guarantee

1. The contractor shall guarantee all workmanship and materials for a period of one (1) year, save normal wear and tear.

**FORM OF PROPOSAL  
Homewood-Flossmoor Park District**

**Flossmoor Hills Park Tennis Courts  
Tennis Court Repair, Resurfacing and Color Finishing**

Project Cost for the repair, resurfacing and color finishing of two Flossmoor Hills Park  
Tennis Courts:

\$ \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

CERTIFICATION BY CONTRACTOR  
PURSUANT TO ARTICLE 33E PUBLIC CONTRACTS  
OF THE ILLINOIS "CRIMINAL CODE OF 2012", AS AMENDED

RE: HOMEWOOD-FLOSSMOOR PARK DISTRICT  
Flossmoor Hills Park Tennis Court Repair, Resurfacing and Color Finishing

\_\_\_\_\_, the undersigned Contractor hereby certifies that said Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E PUBLIC CONTRACTS of the Illinois "Criminal Code of 2012", (720 ILCS 5/33E-1 *et seq.*), as amended.

Witness \_\_\_\_\_ Hand(s) and Seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If an individual, sign and give address.

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_

If a partnership, sign all individual names and give address of each partner.

Partnership Name: \_\_\_\_\_

Address: \_\_\_\_\_

Names and Addresses of Individual Partners:

\_\_\_\_\_  
\_\_\_\_\_

If a corporation, officer(s) duly authorized should sign, attach corporate seal.

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Address

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

CORPORATE SEAL

**Joint Committee on Administrative Rules**  
**ADMINISTRATIVE CODE**

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY  
MANAGEMENT  
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES  
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS  
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES  
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**Section 750.APPENDIX A Equal Employment Opportunity Clause**

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the

contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)