

**ADDISON PARK DISTRICT
NOTICE TO BIDDERS
INVITATION FOR BIDS**

Issue Date: April 20, 2026

Non-Mandatory Pre-Bid Meeting/Site Visit: There will be a non-mandatory pre-bid meeting followed by a site visit held on **April 23, 2026 at 10:00am(CST)** at Putter’s Peak Miniature Golf, located at 950 W. Lake St, Addison, IL 60101. Attendance is not required for those wishing to submit a bid. Requests for alternative site visit appointments can be submitted to Mike Contreras at mcontreras@addisonparks.org and will be accommodated when possible, but not guaranteed.

Last Date for Questions: No later than April 29, 2026, at 2:00pm (CST)

Bid Due: No later than May 11, 2026, at 2:00pm (CST)

Prevailing Wages: Prevailing Wage Act (820 ILCS 130/1-12)

~~DOES NOT APPLY~~

DOES APPLY

To be considered responsive, the following documents shall be included with your Bid:

- Bid Bond 10% (Original Required)
- Bid Form
- Certificate of Insurance (as proof of insurance)
- Certification Form
- Listing of Subcontractors
- Notice of Deviations
- References
- W-9
- Vendor Information Reporting Form

The successful Responder will be required to submit the following additional documents:

- Certificate of Insurance with signed endorsements
- Performance, Payment, and Maintenance Bonds
- Signed Agreement
- Vendor Information Form

Submit bid in a sealed, opaque envelope with Bidder’s Name, the date and time of the bid deadline that is clearly marked: “Sealed Bid – Addison Park District Putter’s Peak Putting Surface Replacement Project” and have the bid addressed to: Addison Park District, 120 E Oak St, Addison, IL 60101, Attention: Rob Bond, Executive Director.

Bids will be received until 2:00pm on May 11, 2026 at which time the bid proposals will be publicly opened and read aloud at the District’s Community Recreation Center, located at 120 E Oak St, Addison, IL 60101.

INVITATION TO BID

PUTTERS PEAK PUTTING SURFACE REPLACEMENT PROJECT

A. INTRODUCTION

This Invitation to Bid has been prepared by the Addison Park District in order to obtain competitive bids for Putters Peak Putting Surface Replacement Project. The Addison Park District plans to replace approximately 8,100 sq ft of the putting turf surfaces at the mini-golf course.

For the purpose of this Invitation to Bid and the anticipated agreement for the work, "Park District" refers to the Addison Park District. Qualified bidders shall provide services based on the Scope of Work and Anticipated Deliverables set forth herein.

B. BACKGROUND

The Addison Park District, located in the Village of Addison, DuPage County, Illinois, is an Illinois Park District organized and existing in accordance with Illinois law.

C. NON-MANDATORY PRE-BID MEETING/SITE VISIT

There will be a non-mandatory pre-bid meeting followed by a site visit held on **April 23, 2026 at 10:00am(CST)** at Putter's Peak Miniature Golf, located at 950 W. Lake St, Addison, IL 60101. Attendance is not required for those wishing to submit a bid. Requests for alternative site visit appointments can be submitted to Mike Contreras at mcontreras@addisonparks.org and will be accommodated when possible, but not guaranteed.

D. SUBSTANTIAL COMPLETION DATE

All work, including but not limited to punch list items, must be to a "Substantial Completion" date on or before August 30, 2026. This date is subject to adjustment due to unforeseen circumstances, including material delays or other factors beyond the Contractor's control.

E. PREVAILING WAGE ACT

Prevailing Wage Act (820 ILCS 130/1-12) DOES APPLY ~~DOES NOT APPLY~~

F. SCOPE OF WORK

Contractor shall provide all labor, equipment, and materials necessary for removal of existing and installation of new putting surfaces within existing footprints of approximately 8,100 square feet of surface area at Putters Peak Mini Golf. Product used should meet or exceed specifications outlined in TECHNICAL SPECIFICATIONS notes at end of bid form.

- **Work Included:**

The work includes, but is not limited to, the following:

1. Conduct a site assessment to identify any obstacles or conditions that could affect the installation. Prepare the site as needed to ensure a smooth installation, including clearing access points and ensuring safe working conditions.
2. Schedule delivery of new equipment and disposal of old equipment.
3. Ensure that all equipment and materials are protected from weather and physical damage during installation. Adhere to all OSHA safety guidelines, including the use of personal protective equipment (PPE) and safety barriers around the work area.
4. Obtain and pay for all permits required. Contractor shall coordinate all required inspections and provide copies of approved permits to the Park District.
5. Schedule all work in coordination with the Park District to minimize disruption to Park District operations and services. Contractor shall provide advance notice of all work activities and obtain approval for any planned service interruptions.
6. Any additional work not included in the original scope will require prior approval from the Owner. This may include work necessary throughout the project construction and closeout phases. Fees for additional work will be negotiated with the selected contractor on a case-by-case basis.
7. The Contractor shall keep the job site clean and orderly during the work and all debris, old equipment, and packaging materials shall be removed on a continuous basis and in compliance with environmental regulations.
8. Provide the Park District with all necessary documentation, including equipment manuals, system diagrams, and warranty information.

G. GENERAL REQUIREMENTS

Coordination of Work & Assignment of Responsibility

- A. To the fullest extent possible, the Contractor shall not allow its work to interfere with the critical operations of the Park District. Contractor shall take all necessary actions as directed by the Park District in that regard.
- B. In all cases, work shall be coordinated with any other trades involved in the Project. The Contractor shall assume total responsibility for work outlined in the Scope of this Project.

Any deficiencies in work by others which should jeopardize the quality of his work as outlined in this Specification, shall be brought to the attention of the Park District BEFORE work commences. Upon commencement of work, the Contractor has, in effect, certified that all work done by others meets with his approval and shall have no bearing upon his portion of the project.

- C. Contractor shall assume responsibility for coordinating the timing on the various projects between its subcontractors.

Material Storage/Protection of the Work

Contractor assumes full responsibility for protection and safekeeping of the Contractor's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the Park District.

Protection of Property and Clean-up

The Contractor shall be responsible for protection and safeguarding private and public property throughout the construction period. The Contractor shall leave the site clean and free from debris. Excess materials and trash shall be disposed of by the Contractor. The Contractor shall be responsible for repairing, to the Park District's satisfaction, any damage to existing buildings, trees, paved areas, etc., caused by Contractor and/or Contractor's Agents as provided in the Agreement.

Safety and Security

All work shall be conducted with the utmost concern for the safety of the workers, Park District employees and the public, in such manner as to cause the least possible interference. Contractor shall comply with all OSHA and other Federal and State safety standards/laws. Contractor shall provide all barricades, warning signs, and other safeguards to protect its personnel, Park District employees and the public from hazardous situations arising out of the performance of the work.

Contractor Identification

The Contractor shall furnish, and each employee shall display, identification while on Park District premises.

Daily Clean-up

The Contractor shall keep the premises clean and orderly during the work and all debris shall be removed on a continuous basis.

H. WORK HOURS

- Monday – Friday 7:00-5:00 pm (excluding Addison Park District holidays) or as otherwise scheduled with the approval of the Park District.
- Contractors shall notify the Park District at least 48 hours prior to initial start of operations, and prior to any temporary cessation and resumption of operations.

I. SPECIAL CONDITIONS

Provide and submit product data to the Project Manager or designee for approval prior to ordering material. Products used must be specifically designed and intended for outdoor use in seasonal midwestern weather conditions, including UV protection and extreme temperature resistance. Putting surfaces must be consistent with industry accepted mini-golf putting surfaces.

J. WORKMANSHIP

Furnish all parts and tools necessary to perform complete services as specified in a safe manner.

K. INSPECTION

The Park District’s Superintendent of Parks & Planning, or District designee, will make final inspection of the work when it is completed.

L. DUE DATE FOR WRITTEN QUESTIONS

All questions, either administrative or technical, shall be submitted strictly via email to Mike Contreras mcontreras@addisonparks.org no later than 2:00 p.m.(CST) on April 29, 2026.

M. ADDENDA

All questions, clarifications or revisions regarding this bid will be issued via a written addendum and published on the Park District’s website no later than May 1, 2026. Each Bidder shall acknowledge receipt of any addenda on the Bid Form-Stipulated Sum. Each Bidder, by acknowledging receipt of any addenda, is responsible for the content of the addenda and any changes to the bid. Failure to acknowledge issued addenda may cause the bid submittal to be rejected.

N. INVITATION TO BID SCHEDULE

The Park District will follow a preliminary schedule that should result in the award of a Contract to perform work starting July 20, 2026. This timeline is subject to change due to unforeseen circumstances, including potential material delays or other factors beyond the Park District’s control.

1	INVITATION TO BID	April 20, 2026
2	Last Date for Questions	April 29, 2026 by 2:00pm
3	Bids Due	May 11, 2026 by 2:00pm
4	Public Opening of Bids	May 11, 2026 at 2:00pm
5	Review of Bids	May 11-12, 2026
6	Notify Successful Bidder	May 12, 2026
7	Request for Board Approval	May 18, 2026
8	Award and Sign Contract	No later than May 22, 2026

9	Services to Start	On/After July 20, 2026
10	Preferred Work End Date	No later than August 31, 2026

P. RESERVATION OF RIGHTS

1. **Right to Reject, Waive, or Terminate the Invitation for Bid (IFB).** The Addison Park District reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the Invitation to Bid process at any time, in the sole and absolute discretion if deemed by the Park District to be in its best interests. The Park District reserves the right to reject any and all bids in whole or in part, if it is in the public interest to do so, including, but not limited to:

- a. budgetary constraints;
- b. unclear solicitation documents;
- c. pricing aberrations;
- d. front end loading;
- e. mathematically unbalanced proposals/bids in which prices for some items are substantially out of proportion to comparable prices;
- f. materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals;
- g. and other reasons deemed important to the Park District.

The Park District further reserves the right to reject the Bid of any Bidder:

- a. who, either in its own right or through an affiliation with another entity which the Park District has determined has not completed a prior project, whether with the Park District or elsewhere, because of the fault of the Bidder, its subcontractors or employees;
- b. has been declared in default on a prior contract whether with the Park District or elsewhere;
- c. has failed to complete a prior project in a timely fashion whether with the Park District or elsewhere;
- d. based on its work record, is not capable of performing the Contract whether due to lack of sufficient prior experience, as determined by the Park District, or any other reason;
- e. has a work record of its Subcontractors demanding direct payment from the owner;
- f. has a work record of its Subcontractors, employees, or material suppliers complaining to the Park District or other awarding authority regarding the Bidder's failure to pay them;

- g. has a record of complaints made to the Park District or other awarding authority by persons offended by the behavior of the Bidder, its Subcontractors or employees; or has a record of its failure to comply with laws or requirements.

“Work record” and “record” constitutes a minimum of one event in the work history of the Bidder.

2. **Right to Not Award.** Park District reserves the right not to award a contract pursuant to this IFB.
3. **Right to Terminate.** Park District reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 15 days written notice to the successful bidder(s).
4. **Right to Determine Time and Location.** Park District reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
5. **Right to Determine Financial Responsibility and Viability.** Park District reserves the right to require of bidder, information regarding financial responsibility and viability or such other information as Park District determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
6. **Right to Retain Bids.** Park District reserves the right to retain all written bids submitted to the Park District in response to this IFB, and not permit withdrawal of same for a period of **90 calendar days** subsequent to the deadline for receiving said bids. The Park District may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by the Park District Executive Director in their sole and absolute discretion.
7. **Right to Reject Any Bid.** Park District reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
8. **No Obligation to Compensate.** Park District shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
9. **Right to Amend Prior to Award.** Park District reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. **All Addenda will be posted on the Addison Park District website at: <https://addisonparks.org/>.** Such changes that are issued

before the bid submission deadline shall be binding upon all prospective Bidders. Park District reserves the right to amend the contract any time prior to contract execution.

10. **Right to Prohibit.** Park District shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the Addison Park District website and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the Park District in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Park District that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Park District, but not the prospective bidder, of any responsibility pertaining to such issue.
11. **Right to Issue New Bids.** In the case of rejection of all bids, Park District reserves the right to advertise for new bids or to proceed to do the work otherwise. If the Park District rejects all bids and concurrently provides notice of its intent to reissue the solicitation, the rejected bids remain exempt from FOIA disclosure requirements until the Park District awards or rejects the reissued solicitation.
12. **Right to Cancel Award.** Park District reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
13. **Right to Revise Quantities.** Park District reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to Park District, if:
 - a. Funding is not available;
 - b. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
 - c. Park District's requirements in good faith change after award of the contract.
14. **Right to Require Additional Information.** Park District reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by Park District.
15. **Right to Require Accurate Timesheets.** Park District reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.

16. **Right to Contact.** Park District reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.
17. **Right to Seek Restitution.** In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, Park District reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
18. **Right to Amend Prior to Contract Execution.** Park District reserves the right to amend the contract any time prior to contract execution.
19. **Right to Reschedule Due Date.** If the Park District receives one or too few bids, as defined by the Park District, the Park District may reschedule the due date. The offers received will either be: i) Returned unopened to the Bidder for re-submittal at the new due date and time, or ii) If there are no changes in requirements, and pending Agreement with the Proposer, held until the new due date and time. iii) If the Park District does not receive any bids from a publicly broadcasted solicitation, the Park District may negotiate with any interested parties.

Q. SUBMITTAL REQUIREMENTS

All Bids must be signed by an authorized official. Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate cost Bids unless called for, or that contain irregularities of any kind may be rejected.

Bids shall be received by the Park District **no later than May 11, 2026 at 2:00pm(CST).** Late submissions will not be accepted. It is the sole responsibility of the Bidder to ensure that their bid is delivered by the stated bid opening date/time. **An original Bid Bond in the amount of 10% of the full contract price shall be included with each bid submittal.** Copies will not be accepted. The Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following the due date.

Bids can be mailed or hand-delivered:

Attn: Rob Bond
Executive Director
Addison Park District

120 E. Oak Street
Addison, IL 60101

No responsibility will attach to the Park District for the premature or non-opening of an offer not properly addressed and identified, except as otherwise provided by law.

All bids shall be submitted in a sealed and opaque package marked with the following information:

- Bid Name
- Bid Closing Date
- Bid Closing Time
- Vendor Name and address

Tabbed Bid Submittal: In order for the Park District to properly evaluate the offers received, all bids submitted in response to this Invitation for Bid must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers or tabs (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement Park District has published herein or has issued by amendment. Bids shall include the following information, organized in the order in which they appear below:

- | TAB # | Description |
|-------|---|
| 1. | Certification Form: This Form is attached to this IFB document as Attachment A. |
| 2. | Form of Bid: This Form is attached to this IFB document as Attachment B. |
| 3. | Listing of Subcontractors, Consultants, and Agents: This Form is attached to this IFB document as Attachment C. |
| 4. | Notice of Deviations: This Form is attached to this IFB as Attachment D |
| 5. | References: This Form is attached to this IFB as Attachment E |
| 6. | W-9 Form: This Form is attached to this IFB as Attachment F |
| 7. | Bid Bond: The Original must be Submitted. This Form is attached to this IFB as Attachment G. |
| 8. | Vendor Information Reporting Form: This Form is attached to this IFB as Attachment H. |
| 9. | Certificate of Insurance (for proof of insurance; endorsements can be provided after Contract Award). |
| 10. | Other Information (Optional Item): The bidder may include any other general information under this tab that's appropriate to assist the Park District in its evaluation. If no information is to be placed for any item listed above (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED FOR THIS " or "THIS TAB LEFT |

INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

Bid Acceptance Period: The acceptance period is the number of calendar days available to the Park District for awarding a contract from the date specified in this solicitation for receipt of bids. The Park District requires a minimum acceptance period of ninety 90 calendar days. A bid allowing less than Park District's minimum acceptance period will be rejected.

Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to Park District by the bidder, such may invalidate that bid. If, after accepting such a bid, Park District decides that any such entry has not changed the intent of the bid that Park District intended to receive, the Park District may accept the bid and the bid shall be considered by Park District as if those additional marks, notations or requirements were not entered on such. By accessing the Park District's Website and or third party website, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that Park District delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by amendment pertaining to this IFB.

Submission Responsibilities: It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by Park District, those listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the bid documents, the bidder is stating their agreement to comply with all conditions and requirements as set forth. Notice from the bidder previously not authorized in writing by Park District to exclude any requirement(s), may cause that bidder to not be considered for award.

R. BIDDER'S RESPONSIBILITIES: CONTACT WITH PARK DISTRICT:

It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Park District's Superintendent of Recreation & Revenue Facilities, Mike Contreras, at mcontreras@addisonparks.org only. Bidders must not make inquiry or communicate with any other Park District staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for Park District to not consider a bid submittal received from any bidder who may has not abided by this directive.

S. RESPONSIBILITY FOR SUBCONTRACTORS

All requirements for the "Prime" contractor shall also apply to all subcontractors. It is the Prime Contractors' responsibility to ensure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to Park District for the performance under this IFB or any resulting contract.

T. **INVITATIONS FOR BIDS (IFB) AMENDMENTS:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. Park District must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed Park District's requirements. **Amendments will be on file in the offices of Park District and on the Park District website at least seven (7) days prior to bid opening.** All questions and requests for information must be addressed in writing to the Park District's Superintendent of Recreation & Revenue Facilities, Mike Contreras at mcontreras@addisonparks.org. The Park District will respond to all such inquiries in writing by amendment to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the Park District's Superintendent of Recreation & Revenue Facilities will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between Park District and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not the Park District's Superintendent of Recreation & Revenue Facilities, it simply means that other than making replies to direct the prospective bidder where the answer has already been issued within the bid documents, the Park District's Superintendent of Recreation & Revenue Facilities may not respond to the prospective bidder's inquiries but will direct them to submit the inquiry in writing so the Park District's Superintendent of Recreation & Revenue Facilities may more fairly respond to all prospective bidders in writing by amendment, if needed.

U. **CONFIDENTIAL INFORMATION**

Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential. Failure to do so may result in information becoming public record.

V. **COSTS INCURRED IN RESPONDING**

All costs incurred by the Bidder for bid preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The Park District will not reimburse any Bidders for such costs.

W. **BONDS**

Bid Bond: An original Bid Bond/Bid Deposit of 10% of the full contract price is required with your bid submittal.

Payment Bond: The successful Bidder shall provide an original Payment Bond equal to one hundred ten percent (110%) of the full amount of the award.

Performance Bond: The successful Bidder shall provide an original Performance Bond equal to one hundred ten percent (110%) of the full amount of the award through a bonding company listed on the Department of Treasury's Listing of Approved Sureties: <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

The surety must be in compliance with any bond requirements mandated by the State of Illinois and by Park District Agreement. All bonds provided by Contractor and any subcontractor shall include such provisions as will guarantee the faithful performance of the Contractor and subcontractor's obligations under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

Maintenance Bond: A Maintenance Bond is NOT REQUIRED.

The cost of said bonds shall be included in the total bid amount.

X. PREVAILING WAGE ACT

The Illinois Prevailing Wage Act, 820 ILCS 130/4 requires contractors and subcontractors to pay laborers, workers, and mechanics performing work under this contract no less than the "general prevailing rate of wages" (hourly cash plus annualized fringe benefits) and "general prevailing rate for legal holiday and overtime work" for Du Page County, Illinois as ascertained by the Illinois Department of Labor or a court on review. The selected Bidder and all its subcontractors shall be responsible for checking the Illinois Department of Labor web page at: <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-act.html>

to ensure that they are paying the current prevailing rate of wages. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Illinois Prevailing Wage Act, including, but not limited to, all wage, notice and record keeping duties. Contractor shall insert into each subcontract and into the project specifications for each subcontract a provision stating to the effect that no less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. All bonds provided by Contractor and any subcontractor under the terms of this Agreement shall include such provisions as will guarantee the faithful performance of the Contractor and subcontractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.* The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

Y. BID EVALUATION:

1. **Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the Park District's Superintendent of Recreation & Revenue Facilities, including the company name of the bidder and the total calculated costs proposed. At the bid opening Park District will only disclose the following information: (a) The company

- name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; Park District will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not responsible. Park District reserves the right to, “waive informalities and minor irregularities” in the offers received.
2. **Ties Bids:** Should identical low, responsive, and responsible bids be received from two or more Bidders, the Park District shall exercise one of the following tie breaking methods:
 - a. Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
 - b. Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.
 3. **Responsive Evaluation:** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum requirements). Firms not meeting the minimums and are deemed to be nonresponsive, will be notified of such in writing by Park District in a timely manner.
 4. **Responsible Evaluation:** Park District will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e., a firm that is qualified, responsible, and able to provide the Park District the required services). If Park District ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to complete the required work, Park District may proceed with a notice of intent to award. If Park District determines that a firm is deemed to be not responsible, the firm will be notified of such in writing by Park District in a timely manner and bidder may request further information and a hearing. Park District will proceed with Responsive and Responsible Evaluations with the next lowest bidder, in its sole discretion.
 - a. **Contractor’s Responsibility:** A bidder must first be considered responsive before it is examined for responsibility. A responsible Contractor must:
 - Have adequate financial resources to perform the contract, or the ability to obtain them;
 - Have the necessary organization, experience, accounting and operational, and technical skills, or the ability to obtain them;

- Have the necessary management, personnel and facilities, or the ability to obtain them;
 - Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
 - Have a satisfactory performance record in placement of qualified personnel;
 - Have a satisfactory record of integrity and business ethics, and;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. **Acceptable Evidence of Responsibility:** The Park District reserves the right to request additional information or require oral presentation in order to determine the Contractor's responsibility. Failure to provide adequate documentation within the specified time period will result in the Bidder to be determined non-responsive. Additional steps or information may include:
- Copy of financial statements, credit bureau reports, copy of lines of credit and/or account balances with the financial institutions or a breakdown of his/her costs.
 - Copy of any business audits or reports.
 - List of other contracts and contact information on past customers.
 - List of all personnel and experience available to work on this contract.
5. **Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.
6. **Bid Protest:** Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest.
- a. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Park District's Superintendent of Recreation & Revenue Facilities no later than the last date for questions as reflected on the cover page of this document. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Park District's Superintendent of Recreation & Revenue Facilities no later than three (3) business

days after bid results are publicly posted.

- b. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- c. A person filing a Notice of Protest will be required, at the time the Notice of Protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the Park District's estimate of the total volume of the award, or \$1,800, whichever is less.
 - i. If the decision of the protest does not uphold the action taken by the Park District, then the Park District shall return the amount, without deduction, to the Bidder filing the protest.
 - ii. If the decision of the protest upholds the action taken by the Park District, then the Park District shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by Park District staff in responding to the protest and in conducting the evaluation of the protest.
 - iv. Upon receipt of the notice of protest, the Park District's Superintendent of Recreation & Revenue Facilities shall stop the award process. The Park District's Superintendent of Recreation & Revenue Facilities will rule on the protest in writing within two (2) business days from receipt of protest.
 - v. Appeals of the Park District's Superintendent of Recreation & Revenue Facilities' decision must be made in writing within two (2) business days after receipt thereof and submitted to the Park District Executive Director for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - vi. The Park District's Executive Director's decision is final.

Z. AWARD

1. **Time for Award:** Unless otherwise specified, the contract will be awarded within ninety (90) days of the bid opening date.

2. **Lowest Responsive Resonsible Bidder:** Award is based on the lowest responsive responsible offer.
3. **Contract Conditions:** By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that Park District will only execute agreements prepared by Park District which are substantially approved as to form and substance by its legal counsel. Park District WILL NOT execute the successful bidder's contract form. Any bidder that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with Park District in writing during the bidding period (prior to the posted bid submittal deadline). Park District will consider such clauses and determine in its sole and absolute discretion whether to amend the Contract if deemed by Park District to be in its best interests.
4. **Assignment of Personnel:** Park District shall retain the right to demand and receive a change in personnel assigned to the work if Park District believes that such change is in its best interests and the completion of the contracted work.
5. **Execution of Work:** All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. Park District may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by Park District to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. Work hours are Monday – Friday 7:00-5:00 pm (excluding Village of Addison holidays) or with the approval of the Park District. Contractor may work longer hours if approved in advance by Park District.
6. **Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a ten (10) year warranty on parts and (1) one year warranty on labor; from the Contractor for labor, materials, and installation except as specified otherwise herein. The period will begin on the date of “FINAL” acceptance by Park District
 - a. The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply. In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

- b. **Assignment of Warranty:** Contractor shall assign any warranties and guarantees to Park District and provide the Contractor's Warranty for Labor and Installation to Park District along with all Manufacturers' Warranty documents.

AA. PROMPT ACTION BY SUCCESSFUL BIDDER:

1. Upon issuance of the Notice of Award or Notice of Intent to Award, the successful bidder will have seven (7) calendar days to supply a payment/performance bond and furnish insurance documents in accordance with the Contract Documents.
2. **Assurance of Completion (Performance Bond & Payment Bond):** The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of 100 percent of the contract price.
3. **Security substitutions for monies withheld to ensure the contractor's performance:** the Contractor at his request and expense will be permitted to substitute equivalent securities for any monies withheld to insure performance.
4. **Insurance Requirements:** Prior to contract award (but not as a part of the bid submission) the successful bidder will be required to provide:
 - a. **Insurance:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the Park District harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, Park District herein refers to the Addison Park District, its respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives.
 - b. **Coverages Required:** Bidder must furnish evidence of the following insurance coverages: (a) Commercial General Liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage; (b) if vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles with coverage limits of not less than \$1,000,000.00 per occurrence combined single limit; if such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit; (c) if the Contractor has employees as defined by the State of Illinois, Worker's Compensation Insurance in accordance with statutory limits; and (d) an umbrella policy to apply excess of the general commercial liability and automobile liability coverages listed above. Products and completed operations coverage shall be maintained for a minimum of three (3) years after the time the Work under this Contract is completed.

- c. **Additional Insureds; Primary and Non-contributory:** The Addison Park District and its directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives shall be included under the Contractor's Commercial General Liability and Automobile Liability Insurance as an Additional Insureds. Each policy of insurance provided by Contractor shall be primary and not contributory to any insurance policy purchased by the Park District or any self-insurance of the Park District. Prior to commencement of work, Contractor shall provide to the Park District certificates and policies of insurance evidencing the required insurance coverage within seven (7) calendar days of the issuance of the Notice of Intent to Award.
- d. **Certificates of Insurance:** Contractor shall cause Contractor's insurance carrier(s) to furnish the Park District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Park District, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Park District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the Park District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **Contractor shall not commence operations until the Park District has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
- e. **Endorsement:** Contractor shall provide an Endorsement, which Endorsement shall designate Contractor's Insurance shall be the Primary Insurance hereunder, including non-contributory clause in connection with the Park District's Insurance. Further, said Insurance Policy shall contain a Waiver of Subrogation Clause.
- f. **Self-Insurance:** If Contractor is self-insured, Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Park District Executive Director before the commencement of operations under this Contract. Upon notification of self-insured retention

unacceptable to the Park District, and at the election of the Park District Executive Director, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the Park District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

g. **General Insurance Provisions—All lines:**

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Illinois and have an AM BEST rating of not less than A and Class VI (A:6) unless such requirements are waived, in writing, by the Park District Executive Director. If the Park District's Executive Director waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. **Effective Period.** All insurance required for this Contract as stated herein shall be in effect prior to Contract award and such required insurance policies or successor insurance policies that are compliant with the insurance requirements stated herein shall remain in effect until all Work required under the Contract has been completed and accepted by the Park District, except as otherwise provided herein, such as in the case of products and completed operations coverage which shall remain in effect after the time the Work is completed under this Contract as specified herein. Contractor's failure to obtain the required insurance policies and/or endorsements prior to Contract Award or commencement of Work shall not waive the Contractor's obligation to obtain such insurance policies and/or endorsements. The maintenance of the required insurance stated herein is a material element of the Contract and the failure to maintain or renew insurance coverage or to provide evidence of renewal upon the Park District's request shall be considered a material breach of this Contract and subject to the cure provisions set forth within this Contract.
- iii. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; Park District reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the Park District Executive Director's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- iv. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- v. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to Park District.

- vi. Contractor agrees to notify Park District of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
5. **Political Advocacy and Advertising:** Contractor shall not engage in any form of political advocacy or political advertising at the project/work site, including but not limited to the display of signs, placement of decals on equipment, and distribution of material, which promotes or opposes any political committee, candidate, referendum, or issue. This provision shall not apply to peaceful primary picketing as permitted under the Illinois Labor Dispute Act.

BB. ADDITIONAL CONSIDERATIONS:

1. **Work on Park District Property:** If the successful bidder's work under the contract involves operation on Park District premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to Park District.
2. **Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the Park District. Also, any substitution of subcontractors must be approved in writing by Park District prior to their engagement.
3. **Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.

CC. INVOICES/APPLICATIONS FOR PAYMENT

All invoices shall reflect the following applicable information: Agreement number, name of the Project, name of the Contractor, the services/deliverables with the price depicted in the same format as the offer, Contractor's Affidavit and Sworn Statement itemizing the portions of the work performed and deliverables received with the price depicted; waivers of lien from Prime Contractor and all laborers subcontractors, and sub-subcontractors and suppliers; a PDF copy of contractor's submission to IDOL, warranties and guarantees (if applicable); and stored material log (if applicable) providing (a) Contractor evidence of title to such materials and equipment and (b) a certificate of insurance showing the City as an additional insured and showing the amount of insurance coverage for the stored materials for materials stored off-site. The failure to provide all of the above shall delay payment to Contractor. Payment shall be made to the Contractor awarded this Contract. Under no circumstances will a third-party be reimbursed.

Invoices shall be emailed to Rob Bond, Executive Director at: RBond@addisonparks.org

DD. WAIVERS OF LIEN

- The first Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, called Waiver of Lien to Date, for the full amount of payment due.
- Each subsequent Application for Payment shall be accompanied by the General Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Labor, Subcontractors and Material Suppliers who were included in the immediately preceding Application for Payment to the extent of that payment.
- The final Application for Payment shall be accompanied by the Final Waiver of Lien for the full amount of the Agreement from the General Contractor, Labor, Subcontractors, and Material Suppliers, including those who have not previously furnished such final waivers.

EE. PROJECT CLOSE OUT

- Verification of quality and completion of service.
- Completion of Punch List and all areas of non-compliance or incomplete tasks.
- Review Liquidated Damages (if applicable).
- Review Retainage.
- Final Payment: Prior to authorization of Final Payment, the following documents shall be submitted:
 - Completed Waivers and Liens.
 - Documented completion of the Punch List.
 - Written approval of the Park District.

APPENDIX A TECHNICAL SPECIFICATIONS

PUTTER'S PEAK PUTTING SURFACE REPLACEMENT PROJECT

Scope of work:

1. Remove approximately 8100 square feet of existing putting turf surface.
2. Remove all adhesive residue.
3. Dispose of all materials off site.
4. Patch, repair and make any necessary preparations to substrate, including grinding or leveling unintentionally uneven surfaces.
5. Ensure surface is clean, dry and ready for installation.
6. Install approximately 8100 square feet of new putting turf surface in the original footprint of the previous putting greens. Materials used are subject to specifications noted below or other approved material utilizing a full adhesive bonding system designed for outdoor use with consideration given to extreme Midwestern weather conditions.
7. Seams must be properly taped and/or edged.
8. Fabric must be properly tensioned and smooth for putting performance.
9. Appropriate trim, edging and fabric fastening is required.

Putting Surface:

The preferred putting surface is Philadelphia Commercial, Park Central.
Information can be found here: [Park Central 54635 in color Oasis | Commercial Carpet](#)
Product specifications can be found here: [PDMS - SpecViewer](#)

Any alternative putting surface must meet or exceed these specifications.

Adhesive:

The preferred adhesive is Mapei Ultrabond ECO 420.
Product specifications can be found here: [Ultrabond ECO 420 | Mapei](#)