GOODWIN PARK- PICKLE BALL COURT

INSTRUCTIONS FOR PRICE QUOTES

RE: NET INSTALLATION

PART 1 – PROPOSALS

- A. Price Quotes are requested for the installation of two pickle ball court nets, posts, and tie downs for the Fox Valley Park District, (hereinafter referred to as FVPD or Owner), to be performed in accordance with the attached Instructions, scope of work and sketches.
- B. The work site is located at Goodwin Elementary School, Goodwin Park, at the intersection of Cypress Lane and Harmony Court, North Aurora, Illinois.
- C. Documents consist of the following:
 - Instructions for Price Quotes
 - Prevailing Wage and Compliance Affidavit
 - Contractor's Drug Free Workplace Certification
 - Certificate Regarding Sexual Harassment Policy
 - Certificate Regarding Training
 - Layout showing the extent and limitations of the court nets with associated details.
 - Section 11 68 23.33 Tennis-Pickle Ball Equipment.

PART 2 – PRICE QUOTE

- A. Pricing shall be received prior to 3:00 pm, local time, on Thursday, March 16, 2017 at the Cole Center, administrative office of the Fox Valley Park District, 101 W. Illinois Ave., Aurora, Illinois 60506 or emailed to the attention of Greg Stevens, <u>gstevens@fvpd.net</u>. prior to this time.
- B. The contractor is responsible for verifying quantities for pricing purposes. The lump sum price shall be for an installed and complete project as specified.
- C. Proposal submittals to consist of:
 - A formal lump sum proposal on company letterhead.
 - A signed Prevailing Wage and Compliance Affidavit
 - A signed Contractor's Drug Free Workplace Certification.
 - A signed Certificate Regarding Sexual Harassment Policy.
 - A signed Certificate of Training.

PART 3 – SCOPE OF WORK

A. <u>NET INSTALLATION</u>

Included:

- 1. The work shall consist of saw cutting the existing asphalt pad in a circular pattern to install the concrete net post footing as detailed.
- 2. The installation of four (4) pickle ball net posts, two (2) pickle ball nets and two (2) net tie downs as detailed and specified.

Not Included:

- 1. Court striping.
- 2. Perimeter fence and gates.
- 3. Limestone screening maintenance strip.

PART 4 – WORK SCHEDULE

A. The work under this proposal can begin as early as Monday, June 3, 2017 or when school is out for the summer, whichever occurs first, and be substantially complete by June 15, 2017.

PART 5 - EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Proposal, Contractors shall carefully examine the Project Manual, Drawings and Specifications, visit the site of work, fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items to be constructed.
- B. The failure or omission of any contractor to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the contractor from any obligation with respect to his proposal. No pleas of ignorance, oversight or miscalculation of the conditions prevailing shall suffice to secure withdrawal of a Proposal submitted or to invalidate the Contract or bond after its execution.

PART 6 - ACCEPTANCE OR REJECTION OF PROPOSAL

The Contract, if awarded, will be awarded to the responsible contractor who submits the lowest responsive and best qualified proposal complying with these instructions and all other documents. The FVPD will accept or reject proposals after analysis of the proposals, and reserves the right to accept or reject any or all proposals, or to waive any informality or technicality in any proposal in the interest of the owner.

PART 7 - SUBSTITUTIONS AND MODIFICATIONS

Use of an alternative product must be approved by the Owner. Failure to preapprove an alternative product assumes (mandates) that the contractor has reflected an intended use of the materials and/or manufacturers of the products specified in the Drawings and Specifications.

Whenever in the Project Manual or on the Drawings any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality.

References to the term "equal" or "approved equal" shall mean that an item substituted for a proprietary item shall be of equal or greater quality and shall be approved in the manner described in this section.

PART 8 - INTERPRETATION OF DOCUMENTS

Questions may be directed to:

Greg Stevens Senior Park Planner Fox Valley Park District <u>gstevens@fvpd.net</u> 630-897-0516

PART 9 - APPLICABLE PREVAILING WAGE AND LABOR LAWS.

A signed Prevailing Wage and Compliance Affidavit shall be included in the proposal.

PART 10 - SALES TAX EXEMPTION

The Fox Valley Park District is exempt from payment of the Retailer's Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by Illinois law. No tax shall be charged for purchases made on behalf of the Fox Valley Park District.

PART 11 – SUBSTANCE ABUSE PREVENTION

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act").

Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of the Agreement for cause in the Owner's sole discretion and any other remedy as provided in the Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under the Contract that arise from the default, together with interest, costs and the Owner's reasonable attorney fees.

PART 12 – GRANT FUNDING

This project is not funded by the Illinois Department of Natural Resources through an Open Space Land Acquisition and Development (OSLAD) grant.

PART 13 – BUILDING PERMITS

No permits are required for this work.

PART 14 – INSURANCE

The Contractor shall maintain commercial general liability (CGL) insurance.

END OF INSTRUCTIONS FOR PRICE QUOTES

SECTION 00 45 27 - PREVAILING WAGE AND COMPLIANCE AFFIDAVIT

I,	on oath hereby sta	ate and certify
	(President) on oath hereby sta	
that	pursua pursua	ant to a contract
dated .		
with the Fox Valley Park District, an Illinois Municipal Corporation, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for Kane County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.		
l also d	certify that	
I also certify that(Company) shall abide by and comply with all applicable local and State laws relating workmen's compensation, fair employment practices, and prohibiting discrimination in employment as set forth in the IL Human Rights Act including having a written sexual harassment policy.		
I furthe	er certify that	
I further certify that(Company) has not been barred from being awarded a contract with a unit of State or local government as a result of a violation or Section 33E-3 or 33E-4 of the Criminal Code of 1961.		
Signat	ure	
Subsc	ribed and sworn to before me	
This _	day of, 2017	
(Notar	y Public)	
END C	OF SECTION 00 45 27	

SECTION 00 45 47 - CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION

- 1.01 Pursuant to 30 ILCS 580/1 et seq. (the "Drug Free Workplace Act"), the undersigned Contractor hereby certifies to the Fox Valley Park District that it will provide a drug free workplace by:
- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substance, including cannabis, is prohibited in the contractor's workplace.
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition;
 - 3. Notifying the employee that, as a condition of employment on such contract, that employee will;
 - a. Abide by the terms of the statement, and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The contractor's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs, and;
 - 4. The penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting or granting agency within 10 days after receiving notice under part b) of paragraph 3) of subsection a) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Drug Free Workplace Act.

- H. Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the Contractor to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.
- I. Notice: This Contractor's Drug Free Workplace Certification is to be completed by any corporations, partnerships or other entities with twenty-five or more employees at the time of the contract, or a department, division or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with the Fox Valley Park District.

Name of Contractor

By:_____

Its:_____

Attest:

Ву: _____

Its: _____

Dated: _____

1.02 INDIVIDUAL'S DRUG FREE WORKPLACE CERTIFICATION

A. Pursuant to 30 ILCS 580/1 et seq. (the "Drug Free Workplace Act"), the undersigned individual certifies to the Fox Valley Park District that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

B Failure to abide by this individual's Drug Free Workplace Certification shall submit the individual to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.

C. Notice: This Individual's Drug Free Workplace Certification is to be completed by any individual directly responsible for eh performance of a contract of \$5,000 or more with the Fox Valley Park District.

Name of Individual

By: _____

Dated: _____

END OF SECTION 00 45 47

SECTION 00 45 48 - CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

The undersigned, does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

Submitted by (Signature)

Title

_____, 2017

Date

END OF SECTION - 00 45 48

SECTION 00 45 49 - CERTIFICATE REGARDING TRAINING

Pursuant to the Fox Valley Park District's Responsible Bidder Ordinance, (16-473. Section 2.F), "The bidder for such public works contracts must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training."

Describe any certificates, licenses or training your skilled labor has had or will receive:

Certificates:

Licenses:

Training:

Name of Bidder (Please Print)

Submitted by (Signature)

Title

_____, 2017

Date

END OF SECTION - 00 45 49

SECTION 11 68 23.33 – TENNIS/PICKLE BALL EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Installation of existing tennis court equipment including; net post sleeves, net posts, nets, net anchors.

1.2 RELATED SECTIONS

- A. Section 09 96 24 Color Coating and Striping
- B. Section 32 18 23.59 Synthetic Tennis Court Surfacing

1.3 SUBMITTALS

A. Produce Data: For each type of product indicated. Include technical data, tested physical and performance properties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed the installation of similar products to that indicated and with a record of successful performance.
- B. All work shall be done in accordance with American Sports Builders Association (ASBA), United States Tennis Association (USTA), and United States Pickle Ball Association (USPA) guidelines.
- C. Material shall be handled and installed per manufacturer's recommendations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. All material shall be delivered to site in manufacturer's original packaging, unmarked and unopened.

1.6 WARRANTY

- A. Tennis/Pickle Ball Net Four (4) year minimum limited warranty.
- B. Tennis/Pickle Ball Net Posts Standard manufacturer's limited warranty.

PART 2 PRODUCTS

2.1 TENNIS/PICKLE BALL COURT ACCESSORY MATERIALS

- A. Ground Sleeve: 24" steel ground sleeve, (GS-24) (Item No. 63424) by Douglas Sports, <u>www.douglas-sports.com</u> or equal by Edwards Sports, www.edsports.co.uk.
- B. Net Posts: 3" OD, round, 11-guagee steel, (RD-36) (Item No. 63070P) by Douglas Sports, <u>www.douglas-sports.com</u> or equal by Edwards Sports, <u>www.edsports.co.uk</u>.
- C. Net: (Item No. 20105P), 36'H x 22'L, 1 ¾" mesh, braided 3.0 mm polyethylene net by Douglas Sports, <u>www.douglas-sports.com</u> or equal by Edwards Sports, <u>www.edsports.co.uk</u>.
- D. Net Center Strap: Deluxe center strap, (Item No. 20600) by Douglas Sports, <u>www.douglas-sports.com</u> or equal by Edwards Sports, <u>www.edsports.co.uk</u>.
- E. Center Pipe Anchor: Center pipe anchor, 1.9" OD, (Item No. 63428) by Douglas Sports, <u>www.douglas-sports.com</u> or equal by Edwards Sports, www.edsports.co.uk.

PART 3 EXECUTION

- 3.1 NET POST / CENTER ANCHOR INSTALLATION
 - A. Install new net posts and center anchors per the manufacturer's recommendation and per the attached detail.
 - B. Should there be any cracks within the asphalt playing surface fill as follow prior to applying the color surface coat:

Fill all cracks wider than $\frac{3}{4}$ " with sand to the bottom of pavement. Then fill crack with hydraulic cement mix to within $\frac{1}{8}$ " to $\frac{1}{16}$ " of the top. Allow to cure and then top off flush with pavement with latex concrete patch mix. Sand smooth as necessary.

PART 4 - CLEAN UP

- 4.1 Upon completion of the work, Contractor shall remove all containers, surplus materials and debris and have the site in a clean and orderly condition acceptable to the Owner.
- 4.2 Provide Owner with any maintenance manuals and warranties.

END OF SECTION 32 18 23.59