

**AN ORDINANCE APPROVING FOUR CONSTRUCTION CONTRACTS  
FOR CONSTRUCTION OF THE CHATHAM PARK**

WHEREAS, the Village of Chatham has sought and obtained bids for construction of improvements to the Chatham Community Park;

WHEREAS, on \_\_\_\_\_, 1992, the bids were opened and the lowest responsible bidders identified, or bids as to certain jobs were rejected and acceptable contracts were later negotiated;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Those contracts attached to this Ordinance as Exhibits A, B and C are hereby approved, and subject to conditions set forth in Section 4, the contract attached to this Ordinance as Exhibit D is approved, said contracts being as follows:

<u>EXHIBIT</u>	<u>DESCRIPTION OF CONTRACT</u>	<u>CONTRACTOR</u>	<u>NOT TO EXCEED PRICE</u>
A	Grading of soccer field	Gary Sandidge Bulldozing	\$ 5,000.00
B	Crushed stone	Harold Goodman	\$ 12,410.00 (after Change Order #1)
C	Engineering fabric	Midwest Construction Products Corp.	\$ 2,074.00
D	Tennis Courts	Merrill's Contractors Inc.	\$103,860.72 (after Change Order #1)

SECTION 2: The President is authorized to execute Exhibits A, B and C, and upon the happenings of conditions set

forth in Section 4, Exhibit D, on behalf of the Village with such minor emendations not changing the general tenor and price thereof, as he may deem appropriate.

**SECTION 3:** The proper officers of the Village are authorized and directed to perform such contracts in accordance with their terms.

**SECTION 4:** The contract with Merrill Contractor's Inc., attached as Exhibit D, is conditional upon the President receiving from Ball Chatham Community Unit School District No. 5 a commitment to participate in the funding of tennis court construction at a level satisfactory to the Board of Trustees of the Village of Chatham expressed by motion duly passed and approved.

PASSED this 6<sup>th</sup> day of May, 1992.

  
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

  
Village Clerk

AYES: 5  
NAYS: 0  
  
PASSED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
  
ABSENT: 1

ORDINANCE CERTIFICATE

STATE OF ILLINOIS     )  
                                  )    SS  
COUNTY OF SANGAMON    )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 92-14, adopted by the President and Board of Trustees of said Village on the 6 day of MAY, 1992, said Ordinance being entitled:

**AN ORDINANCE APPROVING FOUR CONSTRUCTION CONTRACTS  
FOR CONSTRUCTION OF THE CHATHAM PARK**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remain.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 6 day of MAY, 1992.

  
\_\_\_\_\_  
Village Clerk

PREPARED BY:

John M. Myers  
LONG, MORRIS, MYERS & RABIN, P.C.  
1300 South Eighth Street  
P. O. Box 1858  
Springfield, IL 62705-1858  
Telephone: 217/544-5000

Massie Massie  
&  
Associates

5.11.92 Re: Ordinance #92-

Rear ~~Persons~~, Pat.

Enclosed is entire  
set of exhibits for  
referenced ordinance,  
including the pages  
inadvertently omitted from  
original.

Call if you have  
questions 594 3210.

Sue

Massie & Massie  
Associates  
Inc.

92-14

Crushed Stone 1992  
Chatham, IL

Change Order #1

The following changes shall be made from the Contract Documents for the above referenced project:

1. Bid Item #1, CA-6 Crushed Stone, shall be delivered at the Contractor's convenience within the 45 day completion period and may be stock-piled in a designated location at the site. The price shall be reduced from \$8.75 to \$8.50 per per ton.

Total change in contract amount:

Original contract		\$ 12,775.00
C.O. Deduct	(365.00)	
Net Change C.O.#1		(365.00)
Revised Contract Amount		\$ 12,410.00

Approved

Accepted

Signature  
Massie Massie & Associates, Inc.  
Date:

Signature  
Harold Goodman  
Date:

**Massie & Massie**  
**Associates**  
Inc.

Tennis Court Construction  
Chatham, IL

Change Order #1

The following changes shall be made from the Contract Documents for the above referenced project:

1. Bid Item #3, Drainage Tile, shall be deducted from project.  
Net change in contract amount -- deduct \$ 6,878.00.
  
2. Bid Item #6, Nets and Hardware, shall be changed to omit all work for center anchors except to drill a 6 1/2" to 7" diameter hole through the asphalt to a depth of 40 to 41 inches and rock and soil removed as per project specifications. The PVC sleeve and anchor shall be done by others.  
Net change to contract amount -- deduct \$2,500.
  
3. Bid Item #2, Base Course (Crushed Stone), shall be deleted.  
Net change to contract amount -- deduct 14,985.75
  
4. Negotiated Item, a 2 1/2 inch course of asphaltic concrete shall replace specified 8 inches CA-6. Unit price shall be \$5.048 per sq.yd.  
Net change in contract amount -- add \$21,000.00.

Total change in contract amount:

Original contract		\$ 107,224.47
C.O. Deduct	(24,363.75)	
C.O. Add	21,000.00	
Net Change C.O.#1		(3,363.75)
Revised Contract Amount		\$ 103,860.72

Approved

Accepted

Signature  
Massie Massie & Associates, Inc.  
Date:

Signature  
Merrill's Contractor's Inc.  
Date:

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B	Crushed stone	Harold Goodman	<del>\$ 12,400.00</del> \$ 12,410.00 (after Change Order #1)
C	Engineering fabric	Midwest Construction Products Corp.	<del>\$ 1870.00</del> \$ 2074
D	Tennis Courts	Merrill's Contractors Inc.	\$103,860.72 (after Change Order #1)

**SECTION 2:** The President is authorized to execute Exhibits A, B and C, and upon the happenings of conditions set

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## CONSTRUCTION CONTRACT

### GRADING OF SOCCER FIELD AND EAST SIDE OF PARK, CHATHAM, IL

#### Description of Agreement

This agreement defines the terms of a contract between the Owner:

The Village of Chatham  
116 E. Mulberry Street  
Chatham, IL  
tele: 217-483-2451

#### and the Contractor:

Gary Sandidge Bulldozing and Excavating  
Box 36 Glenarm  
Glenarm, IL 62536  
tele: 483-2109

for construction of the project known as Grading of Soccer Field and East Side of Park, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

#### Contractor Agrees

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,
2. A certified copy of Public Liability, Automobile and Truck Liability, and Workmen's Compensation Insurance. The Village of Chatham, IL Department of Conservation and Massie Massie & Associates, Inc. shall be named as additional insureds on the liability policy.

To execute all work and provide final clean-up within the time period outlined in the specifications.

**Owner Agrees**

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by \$2.50 per cubic yard of excavation. Contractor shall submit pay requests no more often than once a month and, upon approval of the work by the Landscape Architect, payment shall be made within 45 days.

**Termination of Contract**

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

**Execution**

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham

Owner

Authorized Signature:

Date:

Gary Sandidge Bulldozing and  
Excavating  
Contractor

Authorized Signature:

Date:

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

GRADING OF SOCCER FIELD AND EAST SIDE OF SITE  
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

All work shall be completed by the end of July, 1992.

B. Utilities

Before construction begins, the Contractor shall obtain from all utility companies the exact location of any underground utilities in the area of construction, whether indicated on the plans or not. Any utilities disturbed by the Contractor shall be restored by him at his own expense. The Contractor shall coordinate with the proper utility the relocation of any utility designated on the plans or deemed necessary to be relocated by the LA in order to complete construction of the project.

C. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

D. Surveying and Staking

LA shall provide field markers designating the layout of the project and benchmark grade staking of the area. The Contractor shall provide all construction surveying and staking of the site. The cost of surveying and staking shall be incidental to the project.

E. Measurement and Payment

Payment will be made for the actual cubic yards of soil excavated.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as amended shall apply as referenced within these Specifications.

**CONSTRUCTION CONTRACT**

**CRUSHED STONE 1992, CHATHAM, IL**

**Description of Agreement**

This agreement defines the terms of a contract between the Owner:

The Village of Chatham  
116 E. Mulberry Street  
Chatham, IL  
tele: 217-483-2451

and the Contractor:

Harold Goodman  
R.R. #1, Box 280  
Lincoln, IL

for construction of the project known as Crushed Stone 1992, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

**Contractor Agrees**

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,

To execute all work within the time period outlined in the specifications.



Construction Contract  
Crushed Stone 1992, Chatham, IL  
Page 2

**Owner Agrees**

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit prices within 45 days upon the conditional approval of the work by the Landscape Architect.

**Termination of Contract**

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

**Execution**

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham  
Owner

Harold Goodman  
Contractor

Authorized Signature:

Authorized Signature:

Date:

Date:

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

CRUSHED STONE 1992  
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, Plan and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to provide and deliver in a workman like manner the proposed Crushed Stone 1992 in Chatham, Illinois.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	CA6 Crushed Stone	Tons	1460	\$ 8.75	\$ 12,975.00
TOTAL					\$
Alternate #1					
2	CA6 Commercial	Tons	1460	\$	\$
Alternate #2					
3	CA6 Crushed Concrete	Tons	1460	\$	\$

Authorized Signature: *Harold L. Woodman*  
Date: *April 8-92-*  
Company Name:  
Address: *R.R. I Box 280*  
Telephone: *217-732-8683*

CRUSHED STONE 1992  
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Crushed Stone 1992 within the new community park in Chatham, IL until 4 pm local time on April 13, 1992 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publicly opened and read.

The project involves providing, hauling, and end spreading CA6 crushed stone or crushed concrete over subgrade of parking lots and roadways.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a list of equipment and a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

CRUSHED STONE 1992  
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. A list of equipment proposed for use at the project.
2. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

Bidders will examine the project documents and the site to judge for themselves all the circumstances affecting the cost and nature of the work.

Bidders are required to inform themselves of labor and construction conditions of the area. The Contractor shall comply with prevailing wage rates. The Contractor shall use work methods which will not interfere with other contractors working at the site.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

CRUSHED STONE 1992  
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Execution and Completion Schedule

Stone shall be delivered a times scheduled with the Village of Chatham which will be grading and laying engineering fabric in advance of rock delivery. All delivery shall be scheduled for completion within 45 days of contract execution.

The failure of work to be completed within the completion period will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

C. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual units of work installed. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be incidental and included in the items shown.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as amended shall apply as referenced within these Specifications.

B. Condition of Existing Site

The parking lots and roadways shall be graded to final grade ready to accept crushed stone.

**CONSTRUCTION CONTRACT**

**ENGINEERING FABRIC 1992, CHATHAM, IL**

**Description of Agreement**

This agreement defines the terms of a contract between the Owner:

The Village of Chatham  
116 E. Mulberry Street  
Chatham, IL  
tele: 217-483-2451

and the Contractor:

Midwest Construction Products, Corp.  
P.O. Box 409  
Williamsville, IL 62693  
tele: 800-843-6175

for construction of the project known as Engineering Fabric 1992, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, and all Amendments and Change Orders issued by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

The Project shall be providing Engineering Fabric Woven and Staples per the Bid Documents.

**Contractor Agrees**

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,

To execute all work within the time period outlined in the specifications.

**Owner Agrees**

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit prices within 45 days upon the conditional approval of the work by the Landscape Architect.

**Termination of Contract**

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

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Village of Chatham

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Authorized Signature:

Date:

Midwest Construction Products  
Corp.

Contractor

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THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

ENGINEERING FABRIC 1992  
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to furnish Engineering Fabric 1992 to Chatham, Illinois.

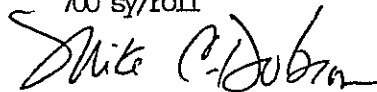
We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	Engineering Fabric Non-woven Amoco 4551 6 oz./sy	sq.yds. 15' x 300' 500 sy/roll	4500	\$.54/sy	\$ 2430.00
2	Wire Staples	box of 500	1	\$ 16.00	\$ 16.00
TOTAL					\$ 2446.00

Alternate #1

3	Engineering Fabric Woven Amoco 2002 4.5 oz./sy	sq.yds. 12½' x 504' or 18' x 350' 700 sy/roll	4500	\$ \$.42/sy	\$ 2058.00
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Authorized Signature:



Date: 4/3/92

Company Name: Midwest Construction Products Corp.

Address: 509 N. Elm, Williamsville, IL 62693

Telephone: 217-566-3394

Delivery of material to be made within one week of request for delivery by the City of Chatham.

ENGINEERING FABRIC 1992  
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Engineering Fabric 1992 to be used within the new community park in Chatham, IL until 4 pm local time on April 13, 1992 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publicly opened and read.

The project involves providing and delivering Engineering Fabric to the Chatham Maintenance Garage.

Specifications and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

ENGINEERING FABRIC 1992  
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

The bidder to whom the Contract is awarded shall enter into a written contract for the project within 10 days after notice of such award which shall state that the Contractor carries the following:

1. Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000.

ENGINEERING FABRIC 1992  
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

All fabric shall be delivered no later than 14 days following contract execution.

The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual units of work furnished. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be included in the items shown.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as amended shall apply as referenced within these Specifications.

B. Items of Work

Base Bid

1. Engineering Fabric shall be Non-woven Fabric in compliance with Special Provision for Geotechnical Fabric for Ground Stabilization supplement revised July 1, 1988. Weight shall be 4 1/2 oz. and fabric widths shall be 12 1/2 feet and 18 feet. Owner shall specify quantities of each width. If other weights or widths are proposed, Bidder shall so state on bid form.

2. Wire Staples in accordance with Section 717.09(b) shall be provided.

**CONSTRUCTION CONTRACT**  
**TENNIS COURTS, CHATHAM, IL**

**Description of Agreement**

This agreement defines the terms of a contract between the Owner:

The Village of Chatham  
116 E. Mulberry Street  
Chatham, IL  
tele: 217-483-2451

and the Contractor:

Merrill's Contractor's Inc.  
1900 Truman Road  
Springfield, IL 62703  
tele: 525-0443

for construction of the project known as Tennis Courts, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

**Contractor Agrees**

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,
2. A certified copy of Public Liability, Automobile and Truck Liability, and Workmen's Compensation Insurance. The Village of Chatham, IL Department of Conservation and Massie Massie & Associates, Inc. shall be named as additional insureds on the liability policy.

To execute all work and provide final clean-up within the time period outlined in the specifications.

Construction Contract  
Tennis Courts, Chatham, IL  
Page 2

**Owner Agrees**

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit price. Contractor shall submit pay requests no more often than once a month and, upon approval of the work by the Landscape Architect, payment shall be made within 45 days.

**Termination of Contract**

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

**Execution**

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham  
Owner

Merrill's Contractor's Inc.  
Contractor

Authorized Signature:

Authorized Signature:

Date:

Date:

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.



TENNIS COURT CONSTRUCTION  
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, Plan and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to execute in a workman like manner the proposed Tennis Court Construction in Chatham, Illinois.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Contractor must bid on all items.

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	Grading and Sub-Base Prep	lump sum	--	\$ 4030.64	\$ 4030.64
2	Base Course (crushed stone)	tons	725	\$ 20.67	\$ 14985.75
3	Drainage Tile (incl. gravel)	1.ft.	760	\$ 9.05	\$ 6878.00
4	Asphaltic Concrete Course	sq.yds.	4,160	\$ 8.54	\$ 35526.40
5	Surface Treatment	sq.yds.	4,160	\$ 5.12	\$ 21299.20
6	Nets and Hardware	each	6	\$ 1391.50	\$ 8349.00
7a	Fencing	1.ft.	932	\$ 16.39	\$ 15275.48
7b	3' Gates	each	2	\$ 137.50	\$ 275.00
7c	10' Gates	each	2	\$ 302.50	\$ 605.00
<b>TOTAL</b>					<b>\$ 107224.47</b>

Optional #1

8.	Saw Cuts	1.ft.	948	\$ 2.60	\$ 2464.80
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Authorized Signature:

*R. Merrill*

Date:

4/13/92

Company Name:

MERRILL'S CONTRACTOR'S INC.

Address:

1900 TRUMAN ROAD, SPRINGFIELD 62703

Telephone:

525-0443

TENNIS COURTS COMPLETED

PAWNEE HIGH SCHOOL

SPRINGFIELD SCHOOL DIST #196 SOUTHEAST HIGH SCHOOL

ELKS CLUB LAKE SPRINGFIELD

EQUIPMENT PROPOSED TO DO THE PROJECT

BLAW-KNOX PF-120H PAVER

DYNAPAC VIB-ROLLER

GALION TANDEM ROLLER

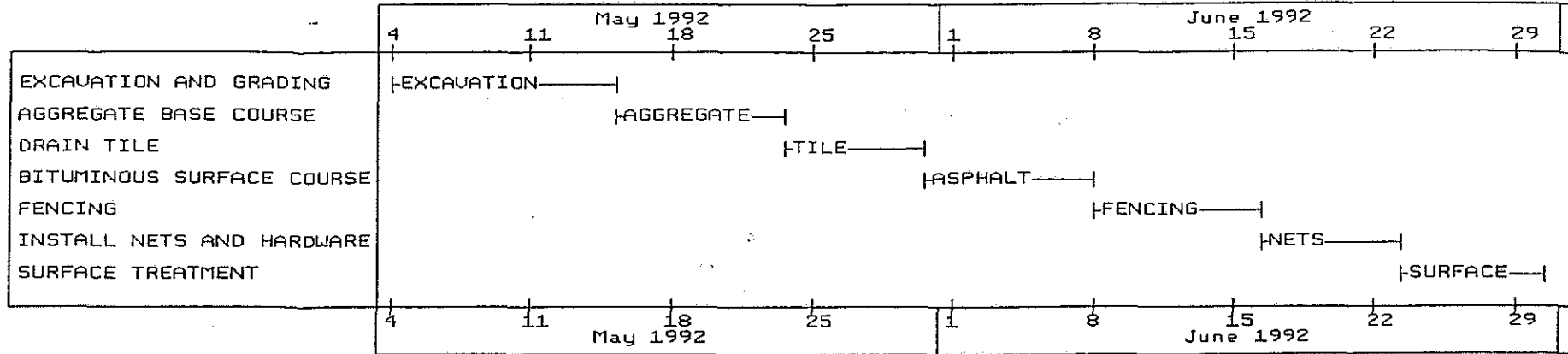
JOHN DEERE 570A MOTOR GRADER

CAT 436 BACKHOE

ESTIMATED STARTING DAY 1ST WK OF MAY

April 13, 1992

CHATHAM TENNIS COURTS



TENNIS COURT CONSTRUCTION  
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Tennis Court Construction within the new community park in Chatham, IL until 4 pm local time on April 13, 1992 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publicly opened and read.

The project involves fine grading and installation of crushed stone base material, asphaltic concrete, surfacing, net hardware, fencing, and a three year warranty for the project.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a list of equipment and a proposed schedule for the project. Bonding shall be required for bids and construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

TENNIS COURT CONSTRUCTION  
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. A Bid Bond in the amount of 5% of the bid amount.
2. A list of numbers, locations and Owners of previous tennis courts constructed.
3. A list of equipment proposed for use at the project.
4. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Bidder's Experience

Bidders must have a minimum 3 years experience in construction of tennis courts or have a project foreman with a minimum 3 years experience in construction of tennis courts. References of previously constructed courts are part of the bid submittal.

Bidder's Responsibilities

Bidders will examine the project documents and the site to judge for themselves all the circumstances affecting the cost and nature of the work.

Bidders are required to inform themselves of labor and construction conditions of the area. The Contractor shall comply with prevailing wage rates. The Contractor shall use work methods which will not interfere with other contractors working at the site.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

TENNIS COURT CONSTRUCTION  
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

All work under Base Bid shall be completed within 60 calendar days of notice to proceed, barring inclement weather.

For each day weather prohibits work, an additional day shall be added to the contract completion deadline provided Contractor has duly prosecuted work during favorable days to that time. The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed within the time, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Warranty

Contractor shall guarantee the project for a period of three years following completion and acceptance of the project. During that time should the project work deteriorate, the contractor shall promptly take all steps necessary to repair or replace damaged areas so that the repaired or replaced condition is equal to the original finished project. Contractor shall not be responsible for damage caused by abuse or natural disaster. For a full three years from completion and acceptance of project, Contractor's Performance Bond shall be maintained.

C. Utilities

Before construction begins, the Contractor shall obtain from all utility companies the exact location of any underground utilities in the area of construction, whether indicated on the plans or not. Any utilities disturbed by the Contractor shall be restored by him at his own expense. The Contractor shall coordinate with the proper utility the relocation of any utility designated on the plans or deemed necessary to be relocated by the LA in order to complete construction of the project.

D. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

All finished surfaces shall be smooth graded and compacted to 95% Proctor density. The grading tolerances for all areas shall be 1 inch in 10 feet, as measured from any one point to another.

## 2. Base Course

### A. Material Requirements

Material shall be CA6, class B, crushed stone as specified within Section 704.01.

### B. Work Requirements

A 8 inch thick compacted aggregate base course shall be laid over the earth sub-base of the courts. Material shall be laid in lifts not greater than 4 inches compacted, and compacted to 100% standard laboratory density.

Material shall be placed according to Section 301.05, Type A.

Material shall be applied with a paving machine, unless an alternative method which assures uniform thickness and compaction is specifically allowed by LA.

## 3. Drainage Tiles

### A. Material Requirements

Perforated Tile shall be 4 inch diameter perforated corrugated polyethylene tubing and fittings in compliance with Section 709.21 with a min. 4 1/2 oz. filter fabric sleeve.

Non-Perforated Tile shall be 4 inch diameter not perforated corrugated polyethylene tubing and fittings in compliance with Section 709.21.

Backfill shall be CA14, class B, gravel as specified within Section 704.01.

Headwalls for drainage tile outlets shall be precast concrete each fitted with a rodent guard.

Engineering fabric shall be 4 1/2 oz. woven or non-woven type in compliance with Special Provision for Geotechnical Fabric for Ground Stabilization supplement revised July 1, 1988.

### B. Work Requirements

Trenches shall be excavated as shown on the Plan.

## 5. Surface Treatment

### A. Material Requirements

Asphaltic sealer, brand Resiloseal or approved equal, shall be used.

An acrylic base surface coat mixed with sand to result in a medium texture surface finish, brand Colorseal or approved equal, shall be used. Two shades of green color shall be selected by LA.

An acrylic white court paint, brand AWC Superwhite Line Paint or approved equal, shall be used.

### B. Work Requirements

Asphalt surface shall be cleaned of all dust and debris with brooms and/or blowers.

Asphaltic emulsion sealer shall be applied with squeegees with a minimum of two coats to result in an even surface with no detectable air holes and no aggregate protruding above the finished surface.

Acrylic surface coat shall then be mixed with water (and sand if needed) to obtain the proper application consistency. The mixture shall be applied over a small test area and approved by LA prior to application on the courts. Mixture shall be applied manually over the court area using squeegees. A minimum of two coats shall be applied. The resulting surface shall be smooth and evenly colored and textured with no ridges or seams.

Playing lines shall be accurately located, masked with tape and painted to achieve uniform, solid lines.

## 6. Nets and Hardware

### A. Material Requirements

Net Posts shall be Douglas DTP-37-Internal Worm Gear, Detachable Crank. Nets shall be Douglas TN28-3MM Braided Polyethylene Twine with 2 ply V.C.P. Headband with wooden side dowels or approved equal.

Center Anchors shall be provided to the contractor and shall be an anchor with a 4 inch helix attached to a steel shaft 3/4 inch in diameter and 54 inch long with a thimble attachment.

PVC Sleeve shall be 6 inch diameter, 40 inch long PVC pipe conforming to Section 709.19 AASHTO M 278.



Gates shall be preassembled per detail on plan using braced 2 1/2 inch 1.2 oz. galvanized steel posts and rails. Fabric as above shall be attached with galvanized tension bands and tie wires. Gates shall be fitted with standard sliding fork locks capable of being secured with a padlock.

All fittings, bolts, tie wires, locks, etc. shall be galvanized steel.

Expansion Material shall be Bituminous Preformed Joint Filler in compliance with Section 715.04 in sizes shown in Plan details.

#### B. Work Requirements

Fencing shall be provided as shown in drawing.

All posts shall be set not more than 10 feet on center plumb in concrete footings 48 inches deep and minimum 12 inches in diameter. The top of the footing shall be tapered upward 1 inch toward the posts to shed water. At all locations where concrete footing joins court paving, Expansion Material shall be used as shown in detail.

Bracing shall be provided for gates and terminal posts with horizontal brace rails and diagonal truss rods back to adjacent line posts.

Top rails shall be installed through line post loop caps connecting sections with sleeves to form a continuous rail between the terminal posts.

A bottom tension wire shall be stretched between terminal posts 1 to 1 1/2 inches above the court surface and fastened to the inside of line posts with tie wires.

The fabric shall be pulled taut with a bottom selvage 1 to 1 1/2 inches above grade. Fabric shall be secured to terminal posts with tension bands at maximum 12" intervals. Fabric shall be secured to line posts and top rails with tie wires spaced a maximum of 12" on posts and 24" on rails. Fabric shall be attached to bottom tension wire with tie wires at maximum 24" intervals.

Gates shall be installed as per detail. Fencing shall continue as transom over the 3 foot wide gates. No fencing or overhead rails shall span the 10 foot wide double gates.

All nuts for fittings, bands, and hardware bolts shall be installed on the inside of the fence.