



**WILMETTE PARK DISTRICT
Special Meeting of the
Board of Park Commissioners**

Monday, August 22, 2022

6:00 p.m. – Mallinckrodt Community Center “Big Room”

AGENDA

- I. Meeting Called to Order
- II. Public Comment/Recognition of Visitors
- III. New Business
 - A. Consideration of Bid Recommendation for the Construction of Two Paddle Courts at West Park
- IV. Adjournment

If you are a person with a disability and need special accommodations to participate in and/or attend a Wilmette Park District meeting, please notify the Director's Office at 847-256-6100.

Wilmette Park District **Policy for Public Comment**

The Board of Park Commissioners, in its regular or special meetings, is a deliberative body assembled to make decisions on new and pending matters affecting the District. Park Board and Committee meetings are meetings held in public, not a public meeting. The Board invites both oral and written communications from its residents.

To facilitate the conduct of Board/Committee meetings, the following procedures will be followed:

1. A section of each regular meeting is set aside for public comment and will be noted on the agenda as "Recognition of Visitors."
2. During the "Recognition of Visitors" agenda item, audience members should raise their hands and be recognized by the President/Chairperson prior to speaking.
3. When recognized by the President/Chairperson, each audience member should identify themselves and limit speaking to no more than three (3) minutes, unless additional time is granted by the President/Chairperson.
4. Questions are to be directed to the entire Board/Committee.
5. Park Board members may, by addressing the President/Chairperson, interrupt a presenter to obtain clarification and/or further information.
6. A Board/Committee meeting is not a forum for complaints against individual employees. Such matters are handled by directly contacting the Executive Director. Complaints against the Executive Director should be handled by directly contacting the President of the Board of Park Commissioners.
7. During presentation and discussion of agenda items, the President/Chairperson will not recognize speakers in the audience unless the Board/Committee desires additional information from an audience member.
8. When addressing the Board/Committee, all persons permitted to speak shall confine their remarks to the matter at hand and avoid personal remarks, the impugning of motives, and merely contentious statements. If any person indulges in such remarks or otherwise engages in conduct injurious to the civil discourse of the Board/Committee and the meeting, the President/Chairperson may immediately terminate the opportunity to speak. This decision is at the discretion of the President/Chairperson or upon the affirmative vote of two-thirds (2/3) of the park board commissioners present.
9. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board present.

August 19, 2022

Ms. Kristi Solberg
Wilmette Park District
3000 Glenview Rd
Wilmette, IL 60091

Re: Paddle Tennis Improvements – West Park
Wilmette, Illinois

Dear Ms. Solberg:

On August 19th, one bid was received for the above referenced project by virtual bid conference, attached for your reference.

We have worked with Total Paddle previously, further they have completed the previous courts built at West Park. They have the capacity and required skills to complete this project within specification.

Please note, they have indicated that supply chain and their current back-log will prevent them from completing the courts within the proposed timeline of the bidding documents. The provided schedule was to complete the courts for operation on November 11th. Total Paddle's submitted schedule indicates completed court for operation by December 31st.

Provided the schedule adjustment is acceptable to the Park district, we recommend that the Park District award a contract for improvements to Total Paddle of Lakeland, Ohio in the amount of **\$422,400.00**

If awarded, we will assist District staff with the pre-construction meeting and document coordination.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Gewalt Hamilton Associates, Inc.



Thomas A. Rychlik, P.E. LEED-AP
Senior Engineer

encl: Bid Tabulation

cc: Jonathan Hagenow, GHA

Client:	Wilmette Park District		
Project:	Paddle Tennis Addition West Park	Bid Opening Date:	8/19/2022
GHA Project No:	5676.105	Bid Opening Time:	10:00 AM
Project Manager:	Tom Rychlik	Bid Opening Location:	Virtual

BID RESULTS

Contractor	Bid Bond	Addendums	As Read Results
Stuckey Construction Company Inc.	n/a	n/a	n/a
Total Platform Tennis LLC	Cashier's Check	n/a	\$422,400.00
ENGINEER'S ESTIMATE			

BID PROPOSAL

Bidder is:

An Individual:

By: N/A (SEAL)

(Individual's Name)

Doing business as N/A

Business Address: N/A

Phone Number: N/A

A Partnership:

By: N/A (SEAL)

(Firm Name)

N/A

(General Partner)

Business Address: N/A

Phone Number: N/A

A Corporation:

By: TOTAL PLATFORM TENNIS, LLC (SEAL)

(Corporation Name)

OHIO

(State of Incorporation)

By: MARK J. KEBE

(Name of Person Authorized to Sign)

Title: MEMBER

Attest _____

(Secretary)

(CORPORATE SEAL)

Business Address: 1386 STATE ROUTE 28, BLDG. E

Phone Number: 888-421-4511

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

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
6. To furnish a Bid Bond in accordance with the Instructions to Bidders;

- 7. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;
- 8. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- 9. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- 10. That it is understood and agreed that the Wilmette Park District reserves the right to:
 - a) accept or reject any or all bids;
 - b) waive any technicalities;
 - c) award to one Bidder the entire Project or to any series of Bidder for an appropriate proportion of the Project; and
 - d) accept Alternates in any order or combination and to determine low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Submitted this 18TH day of AUGUST, 2022

Name: TOTAL PLATFORM TENNIS, LLC
 By: MARK J. KEBE
 Signature: *[Handwritten Signature]*
 Title: MEMBER

SUBSCRIBED AND SWORN TO before me
 this 18th day of August 2022

Priscilla Alyse Richards
 Notary Public

STATE OF Ohio)
)
 COUNTY OF Clermont)



PRISCILLA ALYSE RICHARDS
 Notary Public
 State of Ohio
 My Comm. Expires
 November 17, 2026

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ not less than ninety percent (90%) Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this

Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wilmette Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

TOTAL PLATFORM TENNIS, LLC
CONTRACTOR

By: _____
Its: MEMBER

STATE OF Ohio)
)SS
COUNTY OF Clermont

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

Dated: 8/18/22
Brandon Ray Miller
(Notary Public)
(SEAL)



BRANDON RAY MILLER
Notary Public
State of Ohio
My Comm. Expires
March 23, 2027

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

TOTAL PLATFORM TENNIS, LLC

Name of Contractor/Subcontractor (print or type)

MARK J. KEBB, MEMBER

Name and Title of Authorized Representative (print or type)



Dated: 8-18-22

Signature of Authorized Representative

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated: _____

Signature of Authorized Representative

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

Bid Form

Bidder's Status: X Corporation Partnership Individual Proprietor

If "corporation" or "partnership" is checked above, please indicate state: OHIO

Bidder's Name: TOTAL PLATFORM TENNIS, LLC

Doing Business As (if different): SAME

Bidder's Business Address: 1386 STATE ROUTE 28
 BLDG. E
 LOVELAND, OH 45140

Bidder's Business Telephone #: 888-421-4511

Bidder's Business Facsimile #: 888-421-4511

Date of Bid: 8-18-22

If a corporation or partnership, list all officers or partners:

Name:	Title:
<u> MARK J. KEBE </u>	<u> MEMBER </u>
<u> DAVID C. DODGE </u>	<u> MEMBER </u>

TO: Executive Director
 Wilmette Park District
 3000 Glenview Road
 Wilmette, IL 60061

The undersigned, as Bidder, declares that he has carefully examined the location of the proposed Work, the proposed form of Contract, Special Provisions and Construction Plans for the proposed Work, all of which are filed in the Park District Offices, and all other documents referred to or mentioned in the Contract Documents, and he proposes and agrees, if this Bid is accepted, that he will contract with the District, in the form of the copy of the Contract including apparatus and other means of construction necessary to complete all the Work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefore the sums set forth in the following Schedule of Prices.

Subcontractor Listing

To employ the following listed subcontractors for the following enumerated classes of work and not to alter or add to such list without the written consent of the Owner (if none, so indicate):

	Name of Subcontractor:	Class of Work:
1.	<u>SAFEGUARD WATERPROOFING/RAMJACK</u>	<u>PIER INSTALLATION</u>
2.	<u>N/A</u>	<u>N/A</u>
3.	<u>N/A</u>	<u>N/A</u>
4.	<u>N/A</u>	<u>N/A</u>

Execution of Contract

If this bid is accepted and the undersigned fails to contract as aforesaid, and to provide the Performance and Material & Labor Payment Bonds required by the General Conditions of the Contract and by law, and to provide all certificates of insurance as required by the Contract Documents within fifteen (15) calendar days after the effective date of the award of the Contract, the District, at its option, may determine that the Bidder has abandoned this Bid and there upon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of District, not as penalty, but as liquidated damages.

Security

Accompanying this Bid is a CASHIER'S CHECK
 in the amount of FORTY-TWO THOUSAND TWO HUNDRED FORTY Dollars (\$ 42,240.00).

Note:

- a) Insert the words "Bank Draft," "Bank Cashier's Check," "Certified Check," or "Bid Bond" as the case may be.
- b) Must be in an amount of not less than ten percent (10%) of the Total Base Bid Amount.

STARTING AND COMPLETION

If awarded a Contract under this Bid, the undersigned proposes to commence the Work at the site within five (5) calendar days after the issuance date of the *Notice to Proceed*. The undersigned further agrees that the Work shall be substantially completed by September 9th, 2022 and ready for final completion by October 14th, 2022. The undersigned further agrees that failure of the Contractor to comply with these deadlines shall be sufficient cause to give notice that the Contractor is in default of the Contract.

SEE ATTACHED NOTE REGARDING THE DATES IN THIS SECTION

Signature of Authorized Agent: [Signature]

Printed Name of Authorized Agent: MARK J. KEBE

Title/Position of Authorized Agent: MEMBER

NIA

Corporate Seal
(if corporation)

Subscribed and sworn to before me this 18th day of August, 2022

Brandon Ray Miller
 Notary Public

My Commission Expires: March 23, 2027



BRANDON RAY MILLER
 Notary Public
 State of Ohio
 My Comm. Expires
 March 23, 2027

Proposal for Platform Tennis Addition

Cost to complete all work including excavation, concrete, Two (2) complete platform tennis court units with LED lighting as specified:

Lump Sum Total = \$ 422,400⁰⁰

Wilmette Park District Platform Tennis Expansion West Park

Attachment to Bid Submitted by Total Platform Tennis, LLC

The paragraph in the "Starting and Completion" section needs to be modified as follows:

STARTING AND COMPLETION

If awarded a Contract under this Bid, the undersigned proposes to commence the Work at the site no later than November 1st, 2022. The undersigned further agrees that the Work shall be substantially completed by December 15th, 2022 and ready for final completion by December 31st, 2022. The undersigned further agrees that failure of the Contractor to comply with these deadlines shall be sufficient cause to give notice that the Contractor is in default of the Contract.

Construction Jobs Currently in Progress

**Inverness Golf Club – 4 new courts and walkway decking
102 North Roselle Rd.
Inverness, IL 60067**

Altounian Construction – Bill Bennett 847-652-4866

**Evanston Golf Club – 6 new courts and walkway decking
4401 Dempster St.
Skokie, IL 60076**

Bryan Poletta – General Manager 847-361-6409

Sample of Construction Jobs Completed in the Past 2 Years

**Country Club at Muirfield Village – 2 new courts and decking
8715 Muirfield Dr.
Dublin, OH 43017**

Dominick Mancini - General Manager 614-764-1714

**Bedens Brook Club – 2 new courts and decking
240 Rolling Hills Rd.
Skillman, NJ 08558**

Craig Campbell - General Manager 609-466-2646

**Concord Country Club – 2 new courts and decking
1601 Wilmington Pike
Chadds Ford, PA 19317**

Ted Hennes - General Manager 610-459-2200 Ext. 123

**Best Western Antlers – 2 new courts and walkway decking
171 W. 6th Street
Glenwood Springs, CO 81601**

Aaron Kuhns – General Contractor 970-379-1125

**Merion Cricket Club – 2 new courts
325 Montgomery Ave.
Haverford, PA 19041**

Chris Freeman – Racquets Professional 309-840-2998