

**SPECIFICATIONS AND CONTRACT
DOCUMENTS**

FOR

**NFC FITNESS COURT STUDIO CONCRETE
SLAB**

CITY OF LE ROY, ILLINOIS

**PREPARED BY:
Dave Jenkins
City Of Le Roy
207 S. East Street
Le Roy, Illinois**

June 2026

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ADVERTISEMENT FOR BIDS

The City of Le Roy, Illinois will receive lump sum sealed bids from contractors for the following project.

NFC Fitness Court Studio Concrete Slab

Scope of Work of this contract is generally described is providing a concrete slab for use with outdoor fitness flooring and equipment. This concrete slab will have specialty flooring installed on it so compliance to the project Plans and specifications are critical to avoid rework or repair prior to installation of the fitness court (by others) install concrete per these specifications to ensure compliance with specialty flooring and adhesive manufacturers requirements.

TIME AND PLACE OF BID OPENING: Sealed bids will be received until the closing time of 10:00 a.m. on **Thursday, June 11th 2026** at City Hall at 207 S. East Street, Le Roy, Illinois 61752. Bids will be publicly read aloud within the City Council Chambers at 207 S. East Street, Le Roy, Illinois immediately thereafter. Bids received after closing time will not be accepted and will be returned unopened. Bids received via the U.S. Postal Service or private courier shall be identified on the outside of the envelope with the phrase: BID ENCLOSED for “NFC FITNESS COURT STUDIO CONCRETE SLAB,” and should be addressed to City Administrator, City of Le Roy at 207 S. East Street 61752.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at the City website at: leroy.org

Please contact: Dan Lush, Street Department Supt. Email: dlush@leroy.org or Dave Jenkins, City Administrator Email: djenkins@leroy.org to forward any questions in regard to this project. Please contact us if you have any questions about the documents.

BID SECURITY: bids must be submitted on the Bid Form furnished and must be accompanied by an acceptable form of Proposal Guaranty in an amount of at least five (5) percent of the amount of the proposal payable to the City of Le Roy. The Proposal Guaranty shall be a certified check, bank draft, or an executed Bid Bond acceptable to the owner as a guaranty that if the proposal is accepted, the Bidder will execute the Contract and will file an acceptable Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) days after the award of the Contract. A Proposal Guaranty consisting of a personal check will not be accepted. The proposal must be submitted in a sealed envelope.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall furnish a Performance Bond and a Payment Bond each in an amount equal to the Contract Price.

LEGAL PROVISIONS: The Contractor shall also comply with the Illinois Prevailing Wage Act, the Veterans Preference Act, the Employment of Illinois Workers Act, and the Illinois Human Rights Act.

BID REJECTION/ACCEPTANCE: The City of Le Roy, Illinois reserves the right to reject any and all bids and to waive any informalities in bidding. A Bidder may withdraw his/her submitted bid only prior to the previously stated closing time for receipt of the bids. All bids remain valid for a period of thirty (30) days after the closing time for receipt of bids.

Published by authority of the City of Le Roy.

INVITATION FOR BIDS

The City of LeRoy will receive BIDS for the improvements known as the NFC Fitness Court Studio Concrete Slab until 10:00 A.M., Central Daylight Time, on the 11th day of June 2026, at the LeRoy City Hall, LeRoy, IL, 61752, at which time and place all BIDS will be publicly opened and read aloud. Bids submitted after the above time will be returned, unopened. Bids are invited upon the several items and quantities of work as follows:

DIGITAL CONSTRUCTION PLANS, CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS are available by contacting: Dan Lush, Street Department Superintendent: Email: dlush@leroy.org or Dave Jenkins, City Administrator Email: djenkins@leroy.org

A certified check or bank draft, payable to the order of the City of LeRoy, negotiable U.S. Government bonds (at par value) or a satisfactory BID BOND executed by the BIDDER and an acceptable surety in an amount equal to five percent (5%) of the total BID shall be submitted with each BID.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the CONTRACT DOCUMENTS must be paid on this project, and that the CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each BIDDER, including subcontractors and lower-tier subcontractors, must ensure that all employees and applicants for employment are not discriminated against because of race, color, sex or national origin.

The City reserves the right to reject any and all bids or to waive any informalities in the bidding.

BIDS may be held by the City for a period not to exceed thirty (30) days from the date of the opening of BIDS.

A pre-Construction meeting is tentatively scheduled for 8:00 a.m. on June 18th at the Le Roy City Hall.

The City of LeRoy is an equal opportunity employer.

June 1, 2026

City of LeRoy

INFORMATION FOR BIDDERS

Bids will be received by the City of Le Roy, at the office of the Mayor and City Council, 207 S. East Street, LeRoy, IL 61752, until 10:00 a.m. on Thursday, June 11th 2026, and at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Le Roy 207 S. East Street, Le Roy, Illinois 61752. Each sealed envelope containing a BID must be plainly marked on the outside as a BID for NFC Fitness Court Studio Concrete Slab and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to City of LeRoy 207 S. East Street, LeRoy, Illinois 61752.

All BIDS must be made on the required BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the CONTRACT DOCUMENTS TECHNICAL SPECIFICATIONS, and ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

Each BID must be accompanied by a certified check or bank draft, payable to the order of the City of Le Roy, negotiable U.S. Government bonds (at par value) or a satisfactory BID BOND executed by the BIDDER and an acceptable surety in an amount equal to five percent (5%) of the total BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for a faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, and Certificate of Insurance within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within seven (7) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (7) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contained therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS.

A pre-Construction meeting is tentatively scheduled for 8:00 a.m. on Thursday, June 18th 2026, at the City Hall in Le Roy, IL. The failure or omissions of any BIDDER to do any of the foregoing shall in no way relieve any bidder from any obligation respect to his BID.

BIDDER'S PROPOSAL

PROPOSAL of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of Illinois, doing business as a _____ (corporation/ a partnership/ or an individual) to the _____ City of LeRoy (hereinafter called "Owner").

In compliance with your invitation for bids for the construction of the NFC Fitness Court Studio Concrete Slab, in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS, of which this proposal is a part.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

The BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in written NOTICE TO PROCEED by the OWNER and to fully complete the project by August 10, 2026.

BID SCHEDULE

The BIDDER furnish and install materials necessary to construct the City of LeRoy Umstattd Paved Ditch in accordance with the SPECIAL PROVISIONS, SPECIFICATIONS AND CONTRACT DOCUMENTS for the following unit bid prices and quantities:

No.	Items	Unit	Quantity	Unit Price	Total
1	4000 PSI CONCRETE PER SPECIFICATIONS	CY			
2	SPRAYLOCK P3 INDUSTRIAL CONCRETE SEALER (NO EQUAL)				
3	AGGREGATE (CA-6)	TON			
4	EARTHWORK	LS			
5	MOBILIZATION	LS			
6	TRAFFIC CONTROL & PROTECTION	LS			
7	SEEDING, TEMPORARY & PERMANENT	LS			
8	SITE RESTORATION	LS			
9	EROSION CONTROL	LS			
10	STUMP REMOVAL	EACH			
11	TREE REMOVAL	EACH			
12	REMOVAL/DISPOSAL OF UNSUITABLE MATERIALS	CY			
13					

\$

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Respectfully submitted:

By: _____

(SEAL –if bid is by a corporation)

(Title)

(Business Address and Zip Code)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned, _____, as Principal, and
as Surety, are hereby held and firmly bound unto City of LeRoy as OWNER

in the penal sum of _____
for the payment of which, well and truly be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____ 2026

the Condition of the above obligation is such that whereas the Principal has
submitted to _____ a certain BID attached hereto and hereby made
a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a CONTRACT in the Form of Contract attached Hereto (Properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

This AGREEMENT, made this ____ day of _____, 2026, by and between the City of LeRoy, hereinafter called "OWNER" and _____ doing business as (an individual, a Corporation or a partnership,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the City of LeRoy NFC Fitness Court Studio Concrete Slab.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS and will complete the same by August 10, 2026, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Invitation for Bids
 - (C) Information for Bidders
 - (D) Bidder's Proposal
 - (E) Bid Schedule
 - (F) Bid Bond
 - (G) Agreement
 - (H) Notice of Award
 - (I) Notice to Proceed
 - (J) Performance Bond
 - (K) Payment Bond
 - (L) General Conditions
 - (M) Special Conditions
 - (N) Supplemental Conditions
 - (O) Special Provisions
 - (P) Construction Plans

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assign.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in duplicate each of which shall be deemed and original on the date first above written.

OWNER: City of LeRoy

Name Steven M. Dean

Title Mayor

(SEAL)

ATTEST:

Name Anita Corso

Title City Clerk

CONTRACTOR:

BY _____

Name _____

Address _____

(SEAL)

ATTEST:

Name _____

Title _____

NOTICE OF AWARD

TO: _____

Project Description: City of LeRoy NFC Fitness Court Studio Concrete Slab

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated June 11th 2026, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items at the unit bid prices in the amount of:

BASE BID: \$ _____

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2026

City of LeRoy
Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this _____ day of _____, 2025

by _____ Title _____

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: NFC Fitness Court Studio Concrete Slab

You are hereby notified to commence WORK in accordance with the AGREEMENT dated June ____, 2026. The date of completion of the WORK is August 10, 2026.

You are required to return an acknowledged copy of the NOTICE TO PROCEED to the OWNER.

Dated __ day of June, 2026

City of LeRoy
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the __ day June, 2026

by _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN OF THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of LeRoy

(Name of Owner)

207 S. East Street, LeRoy, IL 61752

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$ _____ in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2026, a copy of which is hereto attached and made a part hereof for the construction of: City of LeRoy NFC Fitness Court Studio Concrete Slab.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be

performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2026.

ATTEST:

Principal

By

(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By

Witness to Surety

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
, hereinafter called Principal,
(Corporation, Partnership, Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of LeRoy
(Name of Owner)

207 S. East Street, LeRoy, IL 61752
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2025, a copy of which is hereto attached and made a part hereof for the construction of :

City of LeRoy NFC Fitness Court Studio Concrete Slab

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on

said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each

one of which shall be deemed an original, this the _____ day of _____ 2025.

Principle

ATTEST:

(Principle) Secretary

By _____

(SEAL)

Address

Witness as to Principle

Address

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

Address

NOTE: Date of BOND must be prior to date of CONTRACT.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located