

June 3, 2024

To: Prospective Bidders
From: Dave Lemar, Superintendent of Parks
Re: Bid: Baseball/Softball Field Restoration Project

Please be reminded that bids are due at exactly 10:00 AM on Monday, June 17, 2024, at the Lombard Park District Administrative Offices at 227 W. Parkside Avenue, which is located two blocks west of Main Street adjacent to the south side of the railroad tracks in downtown Lombard. St. Charles Road is the first street north of the tracks. If you choose to mail your packet, kindly disregard the provided directions.

If you need any additional information, please feel free to contact me at (630) 620-3046. If I am not available, leave a message and I will return your call.

Invitation to Bid

Sealed bids for the following project will be opened and publicly read aloud at exactly 10:00 AM on Monday, June 17, 2024, at the Lombard Park District Administrative Offices at 227 W. Parkside Avenue, Lombard, Illinois, 60148:

Baseball/Softball Field Restoration Project

All bids must be returned and identified on the outside of the sealed envelope as to bidder and type of bid submitted. Kindly mark the envelope for this bid process as:

Sealed Bid – **“Baseball/Softball Field Restoration Project”**

Specifications may be obtained, at no cost, at the Administrative Offices, 227 W. Parkside Avenue, Lombard, Illinois from 8:30 AM to 5:00 PM, Monday through Friday. No bids shall be withdrawn after the bid opening for a period of sixty (60) days without written consent of the Board of Park Commissioners.

The Lombard Park District may reject any and all bids on any basis without disclosure of a reason. The failure to make such a disclosure shall not result in the accrual of any right, claim, or cause of action by any unsuccessful bidder against the Lombard Park District.

Dave Lemar
Superintendent of Parks
Lombard Park District
(630) 620-3046
June 3, 2024

NOTE TO BIDDER: *This form must be completed and returned with your bid forms.*

Exhibit A

CERTIFICATION

I, _____ (*individual*), having been duly sworn on oath, do dispose and state that I presently reside at _____ (*address*), and that I am the duly authorized principal, officer or agent of _____ (*name of contractor*) and do hereby certify to Lombard Park District, its Commissioner, officers, and employees that neither I nor _____ (*name of contractor*) are barred from bidding on the contract for which this bid is submitted, as a result of violation of either Section 33E-3 (“Bid-rigging”) or Section 33E-4 (“Bid-rotating”) of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

Individually and on behalf of Contractor

Subscribed and sworn before to me
This _____ day of _____, 2024.

Notary Public

My Commission expires: _____

Contractor Certifications

The following are owner's certification requirements, which must be signed and submitted by all persons submitting a bid for this project. Any bid submitted without this attachment properly signed by the bidder shall be rejected as non-responsive. These certifications of the successful bidder will be incorporated into and made a part of the contract for the project.

The undersigned contractor hereby certifies, affirms, and agrees as follows:

1. *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 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that the 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.*
2. *Pursuant to the Illinois Human Rights Act (775 IILCS 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 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 how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Act. Contractor further certifies that such policy shall remain in full force and effect throughout the term of the Contract. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.*
3. *Contractor shall abide by the "Illinois Preference Act" 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 only 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 incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Architect.*
4. *Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered 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.*
5. *(i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by the 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 the Contractor without collusion or fraud; and (iii) no official, officer or employee of the owner has any direct or indirect financial interest in the Contractor's bid proposal or in the Contractor.*
6. *Contractor knows, understands and acknowledges its obligations under the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is included in the contract documents for this Project, 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 reference.*

7. *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.*

Date: _____

Name of Contractor

By: _____
Signature of Authorized Officer/Owner/Partner

Title of Person Signing for Contractor

STATE OF _____)

COUNTY OF _____)

SS.

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

Dated: _____

(SEAL)

(Notary Public)

My commission expires: _____

Lombard Park District
227 W. Parkside Avenue
Lombard, IL. 60148-2592

INVITATION TO BIDDERS

Dated: **June 3, 2024** Bid Opening Date: **June 17, 2024** Completion Date: **October 31, 2024**

Sealed bids will be received by the Lombard Park District until 10:00 o'clock A.M. on Monday, June 17, 2024 and then publicly opened for furnishing the follow supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Administrative Offices Deliver To: Administrative Offices
227 W. Parkside Ave. 227 W. Parkside Ave.
Lombard, IL 60148 Lombard, IL 60148

DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE BID PRICE.

QUANTITY	ITEM	TOTAL COST INSTALLED
1	Baseball/Softball Field Restoration Project	

The Park District is "exempt" from all Federal and State Tax: Bidders must quote price which do not include such tax.

Dated: _____

In compliance with the above invitation for bids, and subject to all conditions thereof the undersigned offer, and agrees, if this bid is accepted within _____ days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item and, unless otherwise specified within _____ days after the receipt of order:

DISCOUNT:	<input type="checkbox"/> No discount under 30 days will be considered	<input type="checkbox"/> _____ % 30 days	<input type="checkbox"/> _____ % _____ days
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Bidder's Firm Name: _____
Address: _____

By: _____ Telephone: () _____
Title: _____

NOTE TO BIDDER: This form must be completed and returned with your bid forms.

FORM OF AGREEMENT

Baseball/Softball Field Restoration Project

This Agreement made this ____ day of _____, 2024 by and between _____ hereinafter called the “Contractor” and the Lombard Park District, hereinafter called the “Owner”.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agreed as follows:

ARTICLE I. SCOPE OF WORK:

The Contractor shall furnish all of the materials and perform all of the work described in the Specifications entitled “Baseball/Softball Field Restoration Project” and Contract Documents and shall do everything required by this Agreement, the General Specifications and the Contract Documents.

ARTICLE II. TIME OF COMPLETION:

*The work to be performed under this contract shall be completed by **October 31, 2024**.*

ARTICLE III. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: \$ _____.

ARTICLE IV. IL DEPT. OF HUMAN RIGHTS REQUIREMENTS:

The Contractor to this public contract shall:

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; (2) Comply with procedures and requirements of the Illinois Department of Human Rights (“Department”) regulations concerning equal employment opportunities and affirmative action; (3) Provide such information, with respect to its employees and applicants for employment, and written sexual harassment policies that shall include, at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor’s internal complaint process including penalties; (v) the legal recourse, investigate and complaint process through the Department and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

ARTICLE V. PAYMENTS:

Payment will be made to the Contractor within thirty (30) days of completion and acceptance of the project by Owner. Upon written request of the Contractor to the Owner, and provided the Contractor is not then in default hereunder, the Owner may certify a partial payment of up to ninety percent (90%) of the value of the work completed at the time of the request for partial payment provided that the Contractor shall preset to the Owner reasonable cause for such request together with appropriate waivers of lien, receipts for bond as in the Specification provided. Payments to the Contractor that include amounts for any Subcontractor shall be by check naming Contractor and Subcontractor as co-employees. Certified payroll forms must be completed and submitted with invoice prior to payment.

ARTICLE VI. THE CONTRACT DOCUMENTS:

The specifications and drawings together with this Agreement form the contract and they are as fully a part of the Contract as if hereto attached or herein repeated.

ARTICLE VII. PREVAILING WAGE ACT:

The Contractor shall conform to all provisions of the Prevailing Wage Act. (Ill. Statute, Ch. 48, 39s-1 – 39s-12) All employees must sign in and out every day on project.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day, month, and year first above written.

CONTRACTOR: _____

Signed: _____

Witness By: _____

Title: _____

OWNER: Lombard Park District

Signed: _____

Witness By: _____

Title: Superintendent of Parks

LOMBARD PARK DISTRICT
 227 W. Parkside Ave.
 Lombard, IL. 60148-2592

GENERAL SPECIFICATIONS:

Baseball/Softball Field Restoration Project
 (Located at: LC08 and MM16)
 (Alternates: MM14, MM15, MM16, MM20)

Base Bid: Edge all grass edges to remove lips. Add “Quick Pitch” infield mix and laser grade the infield. Compact with dual drum roller. Apply “Diamond Pro Infield Conditioner Red”.

Provision and delivery of materials/services as noted herein:

NOTE: Bidder to complete the following:

ITEM	DESCRIPTION	UNIT COST
	Attach current Certificate of Insurance naming the Lombard Park District as “additional insured” for approval, which is required before start of project.	
	Contractor is to visit and familiarize themselves with site.	
	Access to property to be given by Lombard Park District staff.	
Base Bid	Infield Maintenance for the following fields:	
	Lombard Common – Field 08	
	Madison Meadow – Field 16	
	Total Cost of Base Bid:	
Alternate A	Provide and install armor plate in batters boxes and pitching areas at Field 14	
	Total Cost of Alternate A:	
Alternate B	Provide and install armor plate in batters boxes and pitching areas at Field 15	
	Total Cost of Alternate B:	
Alternate C	Provide and install armor plate in batters boxes and pitching areas at Field 16	
	Total Cost of Alternate C:	
Alternate D	Provide and install armor plate in batters boxes and pitching areas at Field 20	
	Total Cost of Alternate D:	