



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

BID NOTICE

The Park Commissioners of the Wood Dale Park District, Wood Dale, Illinois, invites bids for **Pond Dredging – Salt Creek Golf Club** as described in specifications or equivalent. Sealed proposals will be received until **10:00 a.m. on Friday, November 17, 2023**, at the Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, IL. 60191. A public opening will take place at **10:00a.m. on Friday, November 17, 2023**, at the Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, IL. 60191.

Specifications are available at the Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, IL. on weekdays from 9:00 a.m. until 4:30 p.m. Copies of documents required for bidding purposes may be obtained at the above addresses. All bidders must submit a bid bond or certified check for 10% of the total contract amount with their bid form.

The contractor shall comply with the law as enacted by the State of Illinois, approved September 22, 1979, being 820 I.L.C.S. 155/1 ET SEQ. in which the State has enacted an act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, County, City or any public body or political subdivision or by any one under contract for public works. All Bidders shall figure payment of prevailing wages for all classes of labor used on the project. The successful Bidder's agreement shall contain provisions to insure that both the Prevailing Wage (Ill. Rev. Stat., Ch. 48, 39s-1-12) and the Preference to Illinois Workers Act (Ill. Rev. Stat., Ch. 48,269-275) are followed. (See attached DuPage County Prevailing Wages and explanations included within this packet).

Proposals are to be enclosed in a sealed envelope addressed to: Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, Illinois 60191, ATTENTION: Jon Marguardt and marked on the outside **"SEALED BID: Pond Dredging – Salt Creek Golf Club: DO NOT OPEN"**

The Board of Park Commissioners of the Wood Dale Park District reserves the right to waive any irregularities and to accept or reject any proposal.

By Order Of:
Board of Park Commissioners
Wood Dale Park District



INSTRUCTIONS TO BIDDERS

1. The following information is enclosed in your Bid Packet.
 - a. Instructions to Bidders
 - b. Invitation to Bid
 - c. Cover Letter
 - d. Bid Form
 - e. Agreement Form
 - f. Anti Collusion Affidavit
 - g. Specifications
 - h. Detail Specifications (if any)
 - i. Addenda (if any)
 - j. Conditions of the bid
2. Please read through the material carefully. All figures must be presented on the Bid Form in order to be considered. Information from any other source will be considered supplemental and not as a part of the bid itself.
3. The following items are to be returned as your completed bid:
 - a. Bid Form - containing all totals
 - b. Agreement - with the bidder's name completed on line two
 - c. Signed Anti-Collusion Affidavit
 - d. Specifications
 - e. Detailed Specifications (if any)
 - f. Addenda (if any)
 - g. Conditions of the Bid
 - h. Bid Security - bid bond, cashier's check or certified check not less than 10% of the bid amount.
 - i. Estimated Progress Schedule - this is a timeline for the project from the start through completion listing target items and dates.



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

INVITATION TO BID

The Wood Dale Park District will receive sealed bids for: **Pond Dredging – Salt Creek Golf Club** at the Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, IL. 60191 until **10:00 a.m. on Friday, November 17, 2023**. Bid documents and specifications are available at the Wood Dale Park District at the address listed above.

A public bid opening will be held at **10:00 a.m. on Friday, November 17, 2023** at the Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, IL. 60191

Bidders must note:

1. Bids must be submitted in sealed envelopes, and plainly marked Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, Illinois 60191, ATTENTION: Jon Marquardt and marked on the outside "**SEALED BID: Pond Dredging – Salt Creek Golf Club: DO NOT OPEN**" and have the bidder's company name indicated on the face of the envelope.
2. Bids shall be submitted only on the bid form provided. The bid form must be completed in full, and all total prices must include all work as stated in the specifications.
3. All bids submitted will be considered firm for a period of 60 days from the bid opening date.
4. All bidders are required to demonstrate to the satisfaction of the Park District, that they are capable and able to complete the work as required in the specifications. Each bidder shall submit with their bid, proof that they satisfactorily performed work of a similar nature to that specified within the preceding two years, together with the locations and the names of the responsible individuals in charge of such projects.

BID DOCUMENTS

The project is located at Salt Creek Golf Club, 1051 N. Prospect Ave., Wood Dale IL 60191. The project covers

The scope involves dredging of 1 golf course pond, placing the spoils along the pond edge and returning in the spring when the spoils are dry to do a final grade. The project would include furnishing all materials, labor, and equipment for the following items:



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

Scope:

1. Mobilization of equipment and materials to the site.
2. Dewatering of the pond will be the responsibility of the owner.
3. Dredge the approximately 1 acre pond down to the grey clay base.
4. Placing the spoils at the pond edge in three primary areas.
5. Returning in spring 2024, when the spoils are dry, to complete a final grade of the material, preparing it for golf course staff to restore the area.

Delivery and Clean-up:

Perform cleanup of work areas and associated debris. Delivery shall be to the project location (Salt Creek Golf Club) parking lot.

Specifications:

Please refer to Scope

Appointments:

Companies seeking to bid must take responsibility for understanding all aspects of the project. A Site Visit is highly recommended. Appointments may be made by contacting Peter Pope, Director of Golf Operations, by phone at (630) 361-0215 or by email at ppope@saltcreekgolfclub.com. Appointments are available Monday – Friday from 8 a.m. to 4 p.m.

Location:

Salt Creek Golf Club
1051 N Prospect Avenue
Suite A
Wood Dale, Illinois 60191
(630) 773-0184

Owner:

Salt Creek Golf Club
1051 N Prospect Avenue
Suite A
Wood Dale, Illinois 60191
(630) 773-0184

Bid Opening:

All bids are due no later than **10:00 a.m. on Friday, November 17, 2023**, at 111 E. Foster Ave., Wood Dale, Illinois 60191. Bids shall be submitted in sealed envelopes, plainly marked Wood Dale Park District, 111 E. Foster Avenue, Wood Dale, Illinois 60191, ATTENTION: Jon Marquardt and marked on the outside "**SEALED BID: Pond Dredging – Salt Creek Golf Club: DO NOT OPEN**"



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

BID FORM

WOOD DALE PARK DISTRICT
111 E FOSTER AVE.
WOOD DALE IL 60191
630-595-9333

DATED _____

BID OPENING DATE

Sealed bids will be received by the Wood Dale Park District until **10:00 a.m. on November 17, 2023**, and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Wood Dale Park District
111 E. Foster Avenue
Wood Dale, Illinois 60191

FINAL COMPLETION DATE

The Vendor shall complete the dredging portion of the project no later than January 15, 2024, and the final grading April 30, 2024.

The bidder hereby acknowledges receipt of the following addenda, if any, distributed by the Wood Dale Park District.

Addendum No. _____ Date _____

Addendum No. _____ Date _____



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

TOTAL BASE BID:

For the dredging of the pond, placing spoils at pond edge in three locations, and completing final grading of the spoils in spring of 2024. The project would include furnishing all materials, labor, and equipment. Perform cleanup of work areas and associated debris. Delivery shall be to the project location (Salt Creek Golf Club) parking lot.

(LUMP SUM): \$ _____

(IN WORDS): \$ _____

LIST OF SUBCONTRACTORS:

The subcontractors listed below will be involved in this Contract work in the assignments listed. Any deviation from this list must be requested in writing one week prior to the start of the work involved.

Name of Subcontractor	Work Assignment



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

REFERENCES:

List three clients for reference checks. Bidder must have completed work of a similar nature for these clients within the last two years.

<u>Company Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

In compliance with the invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be 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 receipt of order.

PLEASE PRINT

Name of Bidder: _____

Address: _____

Phone Number: _____

Name and Title: _____

Signature: _____

Date: _____



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

**AGREEMENT
WOOD DALE PARK DISTRICT**

This Agreement made this _____ day of _____, 20____, by and between _____, hereinafter called the "CONTRACTOR" and the WOOD DALE PARK DISTRICT, hereinafter called the "PARK DISTRICT". WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated here-in agree as follows:

ARTICLE I - SCOPE OF WORK:

The CONTRACTOR shall provide all of the materials and perform all of the work described in the specifications entitled:

Pond Dredging – Salt Creek Golf Club

WOOD DALE IL

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

ARTICLE II - TIME OF COMPLETION:

This work to be performed under this agreement shall be commenced _____ and shall be completed _____.

ARTICLE III - CONTRACT PRICE:

The PARK DISTRICT shall make payments to the CONTRACTOR for the completed performance of work included in this agreement in compliance with the prices as noted in the proposal dated and in accord with subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

ARTICLE IV - COMPLIANCE WITH LAW:

The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

ARTICLE V - COMPLIANCE WITH ADA:

In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VI - COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

1. Instructions to Bidders
2. Invitation to Bid
3. Cover Letter
4. Bid Form
5. This Agreement
6. Conditions of the Bid
7. Anti-Collusion Affidavit and Contractor's Certification
8. Specifications
9. Detailed Specifications (if any)
10. Addenda, (if any)

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

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

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: _____

ADDRESS: _____

SIGNATURE: _____ TITLE: _____

Attest: _____ Title: _____

(SEAL)

PARK DISTRICT: WOOD DALE PARK DISTRICT

SIGNATURE: _____ TITLE: _____

Attest: _____ Title: _____



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn, deposes and says:

That he is _____ of _____
(Partner, Officer, Owner, etc.) (Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public

Seal



NO BID REPLY

To assist us in obtaining good competition on our requests for bids, we ask that each firm receiving an invitation but not wishing to bid state their reason(s) below.

We hereby submit a “NO BID” because:

____ 1. We are not interested in selling or performing services through the bid process.

____ 2. We do not wish to bid under the terms and conditions of the request.
Objections:

____ 3. We are too busy at this time.

____ 4. We do not feel we can be competitive.

____ 5. We cannot submit because of the marketing or franchising policies of the manufacturing company.

____ 6. We do not wish to sell or perform services with a Public Body.

____ 7. We do not sell the items on which bids are requested.

____ 8. Other.

Firm _____

Signed _____

____ **PLEASE REMOVE FROM BIDDERS LIST.**

PLEASE MAIL OR EMAIL YOUR RESPONSE TO: Salt Creek Golf Club

Attn: Peter Pope

1051 N. Prospect Ave. Wood Dale, IL 60191

ppope@saltcreekgolfclub.com



CONDITIONS OF THE BID

DEFINITION OF TERMS

Throughout these bid documents, the following terms shall be used:

- A. Bidder:** Any individual, firm, company, or corporation submitting a sealed proposal as a bid on the designated item(s) or project.
- B. Contractor** - Any individual, firm, company, or corporation whose bid is accepted by the Wood Dale Park District for the item(s) or project.
- C. Director** - The Executive Director of the Wood Dale Park District or his designated representative.
- D. Park District** - The Wood Dale Park District of DuPage County, Illinois.

FORMS

All bid proposals are to be submitted on the Bid Form provided, signed in ink in the proper spaces and submitted in a marked and sealed envelope.

ERRORS IN THE BID

When an error is made in extending the total price, the unit price will govern. Otherwise, the bidder is not relieved from errors in bid preparation.

CORRECTIONS/WITHDRAWAL

If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing. No bid may be withdrawn or canceled after the closing time for receipt of bids and for a period of sixty (60) days thereafter.

SAMPLES

Samples or drawings requested shall be delivered and removed at no cost to the Park District. The Park District will not be responsible for damage to samples. Samples must be submitted prior to the time set for the opening of bids. Samples shall be removed by the Bidder within thirty (30) days after the Bid Award. Any samples not removed by this time will be discarded by the Park District.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

TRADE NAMES

When an item is identified in the specifications by a manufacturer or trade name or catalog number, the Bidder shall bid upon the item so identified. If the specifications state "or equal," bids on other items will be considered, provided the Bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

The Park District shall have the right to approve or reject as an equal any article the Bidder proposes to furnish which contains variations from the specifications.

PRICE

1. Bidders must specify unit prices as well as the aggregate price, unless otherwise specified. Failure to specify unit prices when required may result in bid rejection.
2. Cash Discount - Offers of cash discounts will be considered in determining awards.

TAXES

This work is being done under the auspices of the Wood Dale Park District and therefore is exempt from the Illinois sales tax and the Regional Transportation Authority sales tax. The proposal shall not include any costs for these taxes.

DELIVERY CHARGES

All bid prices should include both shipping and delivery charges. These charges shall be freight (F.O.B.) to the Park District. Delivery should be to a desired point within the Park District unless otherwise stated in the call for bids. Any variation from the advertised terms should be clearly stated in the Bidder's proposal.

OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies in, or omissions from bid documents, he should at once notify the Wood Dale Park District which may send a written instruction to all Bidders. No oral interpretation by the Park District will be binding; only instruction in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than three working days prior to the date set for receipt of bids.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

QUESTIONS

All questions and responses will be available to all interested people through the Park District.

BIDDER'S KNOWLEDGE

Before submitting proposals, Bidders shall visit the site upon which the work is to be executed in order to familiarize themselves with the existing conditions and fully understand the nature and scope of the work. Such an examination will be presumed and no allowances will be made to the Bidder for extra labor or materials required, or on account of any difficulties encountered which might have been foreseen had examination been made. Inspections may be arranged by contacting the staff member listed as the contact person on the cover page.

BID SECURITY

The Bidder shall submit with his bid, a bid bond, cashier's check, or certified check in an amount not less than 10% (ten percent) of the amount of bid. The bid security shall be made payable to the Wood Dale Park District, and shall be attached to the proposal. All checks shall be drawn on an acceptable Illinois bank.

Should the Bidder fail or refuse to enter into the agreement and furnish an acceptable bond within 10 calendar days after notification of acceptance of the Bidder's proposal by the Wood Dale Park District, the bid security shall be forfeited and become the property of the Wood Dale Park District. In the case of the successful Bidder, the bid security will be retained by the Park District. All bid securities will be returned to unsuccessful Bidders by certified mail.

ACCEPTANCE OR REJECTION OF BIDS

The Park District reserves the right to reject any or all bids, to award a contract for only a portion of the bid work, waive informalities or technicalities in any bid, and accept any bid it deems to be in its best interest.

The Park District may consider such factors as bid price, delivery guarantee, experience and responsibility of bidder, methods of construction and similar factors in determining which bid it deems to be in its best interest.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

BID DATE EXTENSION

If less than three (3) sealed bids are received, the Park District reserves the right to extend the bid opening date by two weeks and to contact vendors to solicit additional bids. Bidders submitting sealed bids by the original bid opening date will be given the option of re-submitting a sealed bid.

EXECUTION OF CONTRACT AND PERFORMANCE/PAYMENT BONDS

It is the intent of the Park District to accomplish as much of this work possible within a limited budget. It is therefore conceivable that some bid items may be omitted from the agreement.

The successful Bidder/Bidders shall enter into a written agreement with the Wood Dale Park District within ten (10) calendar days after notification of acceptance of the proposal. The agreement included herewith shall be executed for performance of the work ahead.

Within ten (10) calendar days of being awarded the Bid, the Bidder shall furnish a sufficient surety bond, in a form satisfactory to the Park District. The bond shall guarantee faithful performance of all the provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement. It shall also fully guarantee the performance and replacement of all material and equipment, including labor, for a period of one year after final acceptance of the project by the Director.

GUARANTEE

The Bidder shall guarantee, in writing, that all materials and workmanship are free from defects and will remain free for a period of at least one year after completion of the work. He shall further agree to replace all defective materials furnished under this agreement for a period of one year from the date of final acceptance, at no additional charge to the District.

ANTI-COLLUSION AFFIDAVIT

Bidders shall file an affidavit of anti-collusion, contained herein, with all bids for award consideration.

PREVAILING WAGE ACT

The Contractor shall comply with the law as enacted by the State of Illinois, approved September 22, 1979, being 820 I.L.C.S. 155/1 ET SEQ. in which the State has enacted an act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any public body or political subdivision or by anyone under contract for public works. All Bidders



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

shall figure payment of prevailing wages for all classes of labor used on the project. The successful Bidder's agreement shall contain provisions to ensure that both the Prevailing Wage (Ill. Rev. Stat., Ch. 48, 39s-1-12) and the Preference to Illinois Workers Act (Ill. Rev. Stat., Ch. 48, 269-275) are followed. (See attached DuPage County Prevailing Wages and explanations included within this packet).

PARK DISTRICT RIGHT

The Park District at all times reserves the right to reject any and all bids submitted hereunder, or accept any bid or combination of bids in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

INDEMNIFICATION

The Contractor shall indemnify and save harmless the Wood Dale Park District from and against any and all claims, costs, damage and demands resulting from injuries or death or damage to property alleged to have arisen as a result of or connected with the performance of work under the agreement by the Contractor or his Subcontractor. The Contractor shall defend the Wood Dale Park District against any actions based thereon and shall pay all fees of attorneys and all costs and other expenses arising therefrom.

INSURANCE

Contractor shall maintain throughout the agreement, as a minimum, the following insurance policies:

1. Workers compensation and occupational disease statutory limits covering all employees who perform any obligations assumed under this contract.
2. Public liability and property damage liability insurance covering all operations under the contract; limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 each accident.
3. In addition to the above coverage, contractor shall maintain a blanket umbrella liability policy in the amount of \$2,000,000.
4. All vehicles whether owned or non-owned, hired or in any way connected with this agreement shall be insured for public liability limits of not less than \$1,000,000 aggregate for each accident.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

The Contractor awarded the bid shall furnish to District three copies of certificates of insurance made in favor of the Wood Dale Park District and the Contractor.

DELIVERY AND STORAGE

The Contractor shall notify the Park District of all deliveries of materials to the project site at least 48 (forty-eight) business hours prior to such deliveries.

All materials to be used for this project shall be clearly marked and may be delivered to and stored in the areas at the job site as designated by the Park District. Materials shall be stored in such a manner as not to interfere with the normal movement of pedestrian and vehicular traffic. The Park District assumes no liability for providing storage areas for materials.

USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the Park District.

CLEAN-UP

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or if available deposit them in approved refuse containers furnished by the property.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris (excluding the dredged spoils) from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

SITE PROTECTION

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

DAMAGE TO OTHER WORK

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

WORKING HOURS

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Work during other hours will be allowed only on an emergency basis and as authorized by the Park District. The Contractor will be allowed to commence immediately upon execution of the agreement documents and issuance of all pertinent permits.

TIME OF COMPLETION AND WORK SCHEDULE

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the work. The progress schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who his project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be confirmed on written request in each case.

CHANGES IN THE WORK

The Park District, without invalidating the agreement, may make changes by altering, adding to or deducting from the work, the agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All change orders to the agreement must be in accordance with the provisions of Ill. Rev. Stat. Ch. 38, Par. 33E.

No change shall be made unless in pursuance of a written order from the Director, stating that the Park District has authorized the change. No claim for an addition to the agreement sum shall be valid unless so ordered by the Director and agreed upon in writing by the Park District and Contractor.



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

The value of any such change shall be determined by agreement between Contractor and Park District in one or more of the following ways:

- a. By estimate and acceptance in a lump sum;
- b. By unit prices named in the contract or subsequently agreed on; or
- c. By cost and percentage.

CLAIM FOR EXTRAS

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this agreement, he shall give the Park District written notice therefore before proceeding to execute the work. No such claim shall be valid unless so made; the making of such a claim shall not, however, establish its validity.

PERMITS AND LAWS

The Contractor shall be responsible for obtaining any and all County, State and City of Wood Dale Permits, Licenses, Bonds, or other permits which may be required. The Contractor shall at all times observe and comply with all Federal, State and Local Laws, regulations and ordinances which, in any manner, affect the conduct of his work. Any complaint, claim, or action brought against the Contractor for failing to observe or comply with any law, ordinance or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims or actions. Before beginning work, the Contractor shall obtain from the proper officers all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

FINAL ACCEPTANCE OF WORK

The Contractor shall take all reasonable measures to protect work in progress. Any damage done to work in progress, including, without limitation, damage caused by weather conditions, flooding, animals, vandalism, negligence, and accident, shall be the Contractor's responsibility. Upon completion, the work shall be inspected by the Director or his designated representative before being formally accepted as proper, complete, and undamaged.



WOOD DALE PARK DISTRICT

Active Places. Friendly Faces.

LIENS

The final payment shall not be due until the Contractor has delivered to the Park District a complete release of all liens or claims for lien arising out of this Contract, or at the election of Park District, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Park District indemnifying him against any lien.

PAYMENT

Payment will be made to the Contractor within thirty (30) days of completion and acceptance of the project by the Park District. Upon written request of the Contractor to the Park District, and provided the Contractor is not then in default hereunder, the Park District, may in its sole discretion certify a partial payment or payments 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 present to the Park District reasonable cause for such request together with appropriate waivers of lien, receipts or bond as in the specification provided.

RETAINAGE

The Park District shall retain 10 percent (10%) of the approved pay estimates with a minimum retainage of 10 percent (10%) of the total contract amount. All retainages shall be released upon successful completion and final acceptance of the work.



ILLINOIS DRUG FREE WORKPLACE STATEMENT

1. The undersigned will publish a statement:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
3. Specifying the actions that will be taken against employees for violating this provision;
4. Notifying the employees that, as a condition of their employment to do work under the contract with the Wood Dale Park District, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction;
5. Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place;
 - b. The policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation or employee assistance program;
 - d. The penalties that may be imposed upon an employee for drug violations;
6. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Wood dale Park District, and shall post the statement in a prominent place in the work place;
7. The undersigned will notify the Wood Dale Park District within ten (10) days of receiving notice of an employee's conviction;
8. Make a good faith effort to maintain a drug free work place through the implementation of these policies;
9. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
 - a. Take appropriate action against such employee up to and including termination; or
 - b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency;

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

SIGNATURE _____

NAME: _____ TITLE: _____

Subscribed and sworn to me on this ____ day of _____ 2014, A.D.

By: _____
 (Notary Public)

Seal



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

SEXUAL HARASSMENT POLICY

The undersigned, on behalf of the entity making this proposal or bid, certified that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A).

This Act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment, under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor’s internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.

SIGNATURE: _____

NAME: _____ TITLE: _____

Subscribed and sworn to me on this ____ day of _____ 2014, A.D.

By: _____
(Notary Public)

Seal



WOOD DALE PARK DISTRICT
Active Places. Friendly Faces.

BID CHECKLIST

PROJECT _____

BIDDER _____

ITEM	RECEIVED	CORRECT INFORMATION
Bid Form		
Agreement		
Anti Collusion		
Specifications		
Detailed Specifications		
Addenda (if any)		
Conditions of Bid		
Estimated Progress Schedule		
Bid Security		