

BID NOTICE

July 24, 2025

Notice is hereby given that the Westmont Park District will accept sealed bids for the **2025 Ballfield Drag Machine**.

Specifications and Contract Documents may be obtained beginning Thursday, July 24, 2025 at the District's Administrative Office, 55 E. Richmond Street, Westmont, IL 60559 during the District's normal business hours of 9am - 5pm, Monday through Friday, or by downloading from the District's website at www.westmontparks.org.

Each bid must be placed in a sealed, opaque envelope clearly marked **Sealed Bid: "2025 Ballfield Drag Machine Bid"** and addressed to the Westmont Park District, 55 E. Richmond Street, Westmont, IL 60559, Attention: Bob Fleck. Bids will be received until **10:00 am, on Thursday, July 31, 2025**, at which time the bid proposals will be publicly opened and read aloud at 55 E. Richmond Street, Westmont, IL 60559.

The Westmont Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Westmont Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance and sale of the equipment. An Exemption Certificate will be furnished by the Westmont Park District on request of the Bidder, for use in connection with this Project only.

55 E. Richmond St.
Westmont, IL 60559
Tel: 630-969-8080

PROJECT NAME: 2025 Ballfield Drag Machine Bid

DATE: July 24, 2025

BID SUBMISSION DEADLINE: July 31, 2025 @ 10:00 a.m.

INSTRUCTIONS TO BIDDERS

The Westmont Park District and Owner are one and the same. The Owner's representative or Project Manager, Bob Fleck, can be contacted at the Westmont Park District Administration Office, 55 E. Richmond St., Westmont, IL 60559, (630) 969-8080.

The words "Bidder" shall mean the party bidding for or entering the Contract for the provision and sale of the equipment covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

I. EXAMINATION OF SPECIFICATIONS

Each Bidder shall review the specifications, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary so that the Bidder may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the provision and sale of equipment under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the written Specifications, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information, and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to the Bidder's bid. By submitting a bid, the Bidder agrees, represents and warrants that he/she has undertaken such investigation as the Bidder deemed necessary, has examined the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

II. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: a) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and b) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and

within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

III. SUBMISSION OF BID

It is the sole responsibility of the Bidder to see that its bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of equipment; including warranties, as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all bid forms, certifications, and other information as required by these Instructions to Bidders with their sealed bid.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form and Schedule of Values provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

IV. SPECIFICATIONS

Specifications and Contract Documents may be obtained beginning July 24, 2025 at the District's Administrative Office, 55 E. Richmond Street, Westmont, IL 60559 during the District's normal business hours of 9am - 5pm, Monday through Friday, or by downloading from the District's website at www.westmontparks.org.

V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default

to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Westmont Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

VI. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

VII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract. In case the Bidder shall fail or neglect to do so, the Bidder will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, Specifications, comprise the Bid Documents. The Bid Documents, together with the Agreement between and Owner and Contractor for the 2025 Ballfield Drag Machine, substantially in the same form included in these Bid Documents, comprise the Contract Documents.

VIII. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered electronically to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

IX. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

GENERAL CONDITIONS

The General Conditions are included in the Agreement between Owner and Contractor for Administrative Office Roof Replacement Project, substantially in the same form included in these Bid Documents (the "General Conditions").

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following:

1. COMMENCEMENT AND COMPLETION DATES

The Work for the Contract shall commence on August 11, 2025, or on such earlier date as may be agreed upon by the parties. Contractor shall achieve Substantial Completion of the Work on or before September 1, 2025 and shall achieve Final Completion of the Work on or before September 15, 2025 unless otherwise extended by agreement of the parties. Contractor shall be required to furnish a certified manufacturers site inspection signoff upon final completion of the installation of all furnished equipment.

2. USE OF THE SITE

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

3. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor. It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

5. INSURANCE REQUIREMENTS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the Owner shall be deemed excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

If the Contractor maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property,

other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by the Contractor, its subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the Agreement; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

7. WARRANTY

A. See specifications

REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.	Project Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
2.	Project Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
3.	Project Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
4.	Project Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
5.	Project Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			

BID PROPOSAL FORM
WESTMONT PARK DISTRICT
2025 Ballfield Drag Machine

TO: Westmont Park District

FROM: _____

NAME OF BIDDER

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

- A. That the Bidder has carefully examined the written Specifications and has satisfied itself as to all conditions affecting the Bid;
- B. That all modifications have been submitted with this bid;
- C. That the Bidder has checked carefully the bid figures and understands that the Bidder shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Westmont Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. 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 and deliver equipment as required by the Contract Documents;
- G. That any and all prices stated in the proposal include all costs of labor, materials, equipment, overhead and profit, and any and all other costs normal to doing business.

The Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>
<u>BASE BID:</u>			
1.	Furnish Ball Drag Machine as specified	Lump Sum	\$ _____
2.	Delivery	Lump Sum	\$ _____

BASE BID TOTAL: \$ _____

ALTERNATE BID:

1. Furnish and install laser equipment as specified Lump Sum \$ _____

The delivery for the Contract shall commence on August 11, 2025, or on such earlier date as may be agreed upon by the parties. Final delivery shall be Substantially Complete on or before September 1, 2025 unless otherwise extended by agreement of the parties pursuant to the General Conditions. The successful Contractor shall be required to furnish a certified manufacturers site inspection signoff upon completion of the installation of all furnished equipment.

The Owner shall have the right to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2025.

BIDDER INFORMATION

FIRM NAME: _____

BIDDER'S SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

2025 BALL DRAG MACHINE SPECIFICATIONS

“or approved equal”

10-99144 ABI Force z23slt (Laser Ready) w/Tweels

Engine

Engine Type: Kohler Command Pro 25 HP EFI V-Twin OHV (17.2kw), 747CC, 4-cycle air cooled, gasoline, Model ECH740

Fuel Type/Capacity: 6 gallon/22.7125 liter capacity with fuel gauge, unleaded gasoline

Air Filter: Heavy duty 2 stage cyclonic canister air filtration system

Drive System

Transmission: Hydrostatic zero turn, hydrogear variable displacement pumps & fixed displacement wheel motors

Forward/Reverse Speeds: Forward 0-10 mph, Reverse 0-4 mph

Chassis

Frame Construction: Rugged structural tube steel construction

Dimensions: 93" L x 59" W x 57" H, 72"-84" with optional rear attachments

Base Unit Weight: 1,300 lbs

Mid-Mount System: Independent hydraulic lift & pitch controls with adjustable & lockable spring-loaded down force with Responsible Variable Force (RVF) technology

Rear-Mount System: Hydraulic lift control with articulation

Tires & Wheels: Front (air) - 13 x 6.50-6, Rear – 24 x 12.00-12 (air or optional Tweel tires)

Towing & Capacity: 2" receiver – 2,000 lbs towing capacity at slow speed on flat and open ground ONLY

Electrical: 20 amp regulated alternator, 350 CCA at 0 degrees – battery

Operator Experience

Steering: Cushioned zero turn steering levers

Comfort: Cushioned knee pad, cushioned lumbar support bar, spring cushioned standing platform, cup holder

Dashboard: Dash indicator lights, USB power port

Braking: Dynamic braking via hydrostatic transmission, integrated parking brake

Environmental

Compliance: EPA & CARB compliant

Mid-Mount Attachments

10-99029 Mini-Box Blade - Solid Edge

10-99165 Vibraflex 3800

10-99149 Stealth Blades

10-90253 Profile Blades

Rear Mount Attachments

10-99137 6' Ridig Drag Mat w/ Level Bar

10-99141 7' Fine Finish Broom

10-99144 ABI Force z23slt (Laser Ready) w/Tweels

Warranty

36 month machine and accessories, 3 year unlimited hour commercial warranty

Alternate #1 Laser Components

10-90403 Laser Electronics & Pole - Machine Side

10-11272 Dual Slope Transmitter with rechargeable battery

10-10422 XD Tripod for Laser Transmitter (33" - 119")

10-10425 13' Fiberglass Grade Rod for Laser System