

CITY OF AUBURN,
SANGAMON COUNTY, ILLINOIS

REQUESTS FOR PROPOSALS

LEGAL NOTICE
INVITATION TO BID

TO PROVIDE: Complete tear down of existing press box located upon City baseball field, and construction/rebuild of structure with the lower half (1/2) being storage space and the upper half (1/2) a press box. Construct a new padded backstop fence featuring gates that provide access for ingress and egress to the rebuilt structure.

BACKGROUND:

The City of Auburn, Sangamon County, Illinois (“City”) is located 20 miles south of Springfield, Illinois. The City’s population is approximately 4,771, according to 2020 census information. The City has a City Council of eight Aldermen and one Mayor. The City Office Manager is accountable to the City Council for implementing Council direction. City Council meetings are held on the first and third Monday of each month.

Sealed bids for **Complete tear down of existing press box located at City baseball field, and construction/rebuild of structure with the lower half (1/2) being storage space and the upper half (1/2) a press box, in addition to construction of a new padded backstop fence featuring gates that provide access for ingress and egress to the rebuilt structure** must be mailed or hand-delivered to the address listed below by October 25, 2024, at 4:00 p.m. Bids will be publicly opened and read aloud at 10:00 a.m. on October 28, 2024 at the above stated location. Proposals not physically received by the City by 4:00 p.m. on October 25, 2024, shall be returned unopened to the firm. All proposals should be addressed to:

City of Auburn Re:
(*vendor name*)
Proposal for the City of Auburn, “*Tear Down/Rebuild of Baseball
Diamond Press Box*”
Attention: TJ Henson, Superintendent of Public Works
City of Auburn
324 Jefferson Street
Auburn, IL 62615
(217) 438-6151

Proposal packets are available online at <https://auburnillinois.us/>. Additionally, packets can be picked up at the City Hall, 324 Jefferson Street, Auburn, IL 62615.

Successful bidder must provide proper insurance. Successful bidder **must comply with Prevailing Wage Act.**

Each contractor is to submit their bid as indicated herein with all associated documentation. The City reserves the right to reject any or all bids and to waive any informality in bidding.

Emailed or faxed bids will not be accepted.

Award of Contract: The City Council shall make the final award of the proposal or contract.

Mandatory Site Visit: No site visit is required for this RFP.

SPECIFICATIONS

Complete Tear Down of Existing Press Box Located at City Baseball Field, and Rebuild of Structure Bid

1. DEFINITIONS:

The term "City" whenever used in the contract documents shall be construed to mean the City of Auburn, Sangamon County, Illinois.

I. Conditions:

The bidder is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the awarded bidder, if any, from performance of the duties and obligations imposed under the terms of this contract.

II. Bid Bond:

Bid security in the form of certified check or bank draft, made payable to the City, or an otherwise satisfactory bond in the discretion of the City, in the amount of 10% of the bid shall be submitted with each bid.

III. Performance Bond:

The bidder agrees to furnish a Performance Bond in an amount equal to 100% of the contract amount, due upon contract signing. The cost of the Performance Bond shall be the responsibility of the awarded firm, if any.

IV. Insurance Requirements:

The Contractor will be required to meet the City insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the City an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Workmen's Compensation Insurance:	All Liability imposed Workmen's Compensation stature
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damaged to the following Limits	\$500,000

V. Scope of Work:

The City is inviting proposals from qualified contractors to perform a complete tear down of the existing press box located at 200 W. Washington, Auburn, Illinois 62615 (the "Ballpark"), and thereafter rebuild the structure with the lower half (1/2) of the rebuilt structure to be

storage space and the upper half (1/2) of the rebuilt structure to be a press box. This project will not start until on or after October 28, 2024. In rebuilding the structure, its square footage shall be expanded from the prior-existing structure to accommodate adequate space for equipment (mower(s), screens, rakes, etc.). The rebuilt structure shall also feature a new water line to the lower half for purposes of watering the infield of the baseball diamond adjacent to the structure. The lower half of the rebuilt structure shall feature a rolling door, affixed at the rear of the structure, for purposes of access from inside of the baseball diamond adjacent from the structure. The upper half of the structure shall include storage for equipment, an announcer table, fold-out windows and door for purposes of viewing and sound. This project also involves the construction of a new, padded backstop fence to be built upon the baseball diamond adjacent from the rebuilt structure, featuring gates that provide access for purposes of ingress and egress to the rebuilt structure.

The project aims to improve safety, functionality, and aesthetic appeal of these facilities, ensuring that they remain suitable for public use and events. The project site is located at the Ballpark, starting on or after the date the City and successful bidder enter into agreement for this project, and continuing through March 31, 2025, without adjustments in price.

The awarded contract may remain in place beyond March 31, 2025, if no change in pricing is required by bidder after that date. Contract may be renewed annually after March 31, 2025, by written agreement of the bidder and the City until such time as a price change is required or either party notifies the other with a 60-day notice. Any renewals will be on a fiscal year basis.

All work performed pursuant to this Request for Proposals shall be done in accordance with Illinois and federal law, local building codes and safety regulations, and in a workmanlike manner including the quality and standard of work performed by those having the necessary skills and experience for a particular trade or occupation.

VI. Disposal of Material

Successful bidder must legally dispose of all materials generated as result of this project, and in accordance with State and Federal regulations.

VII. Billing/Invoicing:

A Billing/Invoice must provide detailed descriptions of the work completed, including the hours per job (labor cost) and the parts/materials (parts cost) per job.

- The invoices accumulated each month will be placed on an invoicing statement that we will process for payment once received each month.

VIII. Rejection of Bids:

- A. The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.
- C. Any bid not conforming with the specifications or requirements set forth by the City in the bid request may be rejected.
- D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

IX. Award of Bid:

- A. Formal bid submission shall be tabulated and a recommendation shall be prepared by the City Superintendent of Public Works. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing.
- B. The City Superintendent of Public Works shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Mayor and the City Council for consideration of awarding a formal contract.
- C. All awards made in accordance with this Request for Proposals are final determinations.

X. Change Orders:

- A. After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - 1. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
 - 2. Is germane to the original contract; and does not exceed twenty percent (20%) of the contractor amount; and
 - 3. Is approved by the City Council. However, the City Superintendent of Public Works, or his/her designee can approve change orders for amounts that are not greater than Five Thousand Dollars (\$5,000.00). The City Council shall be informed of any such City Superintendent of Public Works approved change order at the next City Council meeting.
- B. Change orders for contracts for public improvements shall be as provided by state law.

XI. Project Timeline

RFP Issuance: October 9, 2024
Proposal Submission Deadline: October 25, 2024
Evaluation Period (Bid Opening): 10:00 a.m. October 28, 2024
Contract Award: November 4, 2024
Project Commencement: November 5, 2024
Project Completion: March 31, 2025

XII. Additional Items

CONTRACT REQUIREMENTS

The successful bidder will be required to enter into a contract with the City consistent with the terms of this Request for Proposal which should contain the following terms:

WAGE RATE REQUIREMENTS

- A. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
- B. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
- C. The Contractor shall maintain certified time sheets and submit to the City with final invoice.
- D. The Contractor will be required to sign a Wage Rate Requirement Certification.

PREVAILING WAGE

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then - current prevailing rate of wage as determined by the Illinois Department of Labor.

The City may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall agree to indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the City, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or Subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition

of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the City is otherwise entitled to assert.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the City. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Date

Attest _____ Title _____

(Printed Name of Contractor)

Address Date

City State Zip Code

Signature of Authorized Representative

Title Date

WAGE RATE REQUIREMENTS CERTIFICATION

GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the City with final invoice.

Date

Attest _____ Title _____

(Printed Name of Contractor)

Address

Date

**REFERENCES
CITY OF AUBURN**

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Owner: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Owner: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Owner: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

BID SHEET

PRINTED NAME _____

SIGNED _____

TITLE _____

COMPANY _____

DATE _____

CONTRACTOR BID AGREEMENT

TO: City of Auburn
324 Jefferson Street
Auburn, IL 62615

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City of Auburn, Sangamon County, Illinois, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the City upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____