

DOWNERS GROVE PARK DISTRICT

2455 Warrenville Road
Downers Grove, IL 60515

FY 2010 – 2011 Park District Apparel

Bid Opening Minutes

March 31, 2010

2:00 P.M.

Present Administrator Dan Cermak; Assistant Director of Recreation Lee Arnsmar;
Recreation Supervisor Kim Wallace; Clerk Debbie Bender

* *

Visitors None

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Bid Opening Administrator Cermak opened the sealed bids for the Park District Apparel.
The following bids were opened and read aloud:

BID SUBMITTED BY	TOTAL BID
1. Minerva Promotions 608 IAA Drive Bloomington, IN 61701	\$19,167.38
2. Sunburst Sportswear 95 N. Brandon Drive Glendale Heights, IL 60139	\$17,192.50
3. Marathon Sportswear 12751 S. Homan Avenue Blue Island, IL 60406	\$18,826.31
4. Irving Kannett & Associates 6212 W. Oakton Street Morton Grove, IL 60053	\$17,633.01

Administrator Cermak stated Staff would review the bids and compile the data for a recommendation to the Board of Park Commissioners at the April 15, 2010 meeting, to be held at the Village Council Chambers at 801 Burlington.

**AGREEMENT
BETWEEN THE DOWNERS GROVE PARK DISTRICT AND
SUNBURST SPORTSWEAR**

Downers Grove Park District
2455 Warrenville Road
Downers Grove, IL 60515..... The District

Sunburst Sportswear
95 N. Brandon Drive
Glendale Heights, IL 60139 Contractor

The District and Contractor agree as set forth below:

1. The Agreement documents shall consist of:
 - A. Notice to Bidders dated March 5, 2010.
 - B. Contractor's Bid Proposal dated March 24, 2010.
2. The Contractor shall include all labor, materials, and delivery necessary to complete the specified work. Shirts must be delivered on June 1, 2010 unless otherwise stated in specifications.
3. The District shall pay the Contractor seventeen thousand, one hundred ninety two dollars and fifty cents (\$17,192.50). Additions and/or deductions to the contract amount shall be made only after written authorization from the District.
4. Payment shall be made in increments as shirts are delivered and accepted by the Downers Grove Park District and Contractor submits a separate invoice for each order.
5. All original art work will be provided by the Downers Grove Park District and must be returned to the Downers Grove Park District at the time of delivery or billing.
6. Whenever the contractor prosecutes or fails to prosecute work in such manner as to hinder or delay the completion of the work, the District may, after seven (7) day written notice to the contractor, and provided corrective measures are not taken, hire another contractor or contractors to complete such work on the project, and in such event may charge the contractor for such work as may be performed. Nothing in this paragraph shall be deemed to a waiver of any other remedies which may be available to the District in the event of a default.
7. **HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the District, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the District, its officials, agents and employees or which may in consequence of its performance of this work by the Contractor, its employees or subcontractor, or which in any way result there from, except arising out of the sole legal cause of the District, its agents or employees. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and

other expenses arising there from or occurred in connection therewith, and if any judgment shall be rendered against the municipality, its officials, agents or employees, in any such action, the Contractor shall at its own expense, satisfy and discharge same.

Notwithstanding the foregoing, the District shall be entitled to choose its own counsel in defending any claim against it from any act of the Contractor and any term or effect of this contract.

The Contractor may fulfill its obligation under this section by purchasing commercial general liability insurance and error and omissions insurance in an amount not less than \$1,000,000 per claim to satisfy its obligation under this section. Any such insurance policy shall name the Downers Grove Park District, its officers, directors, commissioners, employees and agents as additional insured and shall be from an insurance company and on a form acceptable to the District.

The contractor will follow all applicable laws and regulation including but not limited to the prevailing wage act to the extent that applies.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 19th day of April, 2010.

DOWNERS GROVE PARK DISTRICT
2455 Warrenville Road
Downers Grove, IL 60515
(The District)

SUNBURST SPORTSWEAR
95 N. Brandon Drive
Glendale Heights, IL 60139
(Contractor)

Sign: Robert J. Gelwicks

By: Robert J. Gelwicks
Board President

Sign: Jin Y. Lin

By: Jin Y. Lin
Sunburst Sportswear

ATTESTED:

Sign: Janet M Barr

By: Janet M Barr
Secretary
(Title)

ATTESTED:

Sign: Judy Lin

By: JUDY LIN
Vice President
(Title)