



REQUEST FOR PROPOSAL

Gurnee Public Works Main Building Garage Floor Trench Drain Replacement Project

Village of Gurnee
1151 Kilbourne Road
Gurnee, IL 60031

GENERAL INFORMATION

PURPOSE

The Village of Gurnee requests qualifications for professional services to provide the installation of new trench drains, required plumbing, concrete and other specific work related to the project.

PROJECT

The main Public Works building garage is in need of removal and replacement of the existing trench drains. The new trench drain assemblies and plumbing shall be installed as required by local plumbing code.

A. Televising, Pipe Locating & Elevations

The existing drainage system shall be televised and the video recorded and a copy given to the Public Works Director prior to sewer cleaning. Pipe locations and depth to inverts may be marked on the floor of the Public Works Garage or on a map at scale and shared with the Village.

B. Sewer Cleaning, Cleanouts and Triple Basin

Once TV video is complete and reviewed by contractor and the Village, determination will be made as to where cleaning/jetting will take place. All cleanouts should be opened and cleaned. If deficiencies are noticed with cleanouts, that must be communicated to the Village for additional direction. The existing triple basin shall also be cleaned and all blockages removed. All debris generated from cleaning services shall be properly disposed of offsite.

C. Existing Trench Drain Assembly & Other Repairs

The trench drain is approximately 135 feet long and is deteriorated and failing. The existing trench drain is connected to a triple basin set; therefore, the new trench drain system and associated equipment and plumbing shall be connected to the same sewer line that was servicing the original system. If deficiencies to other pipes are discovered, possible repairs include, but are not limited to lining or removal and replacement as directed by the Village.

Contractor work to include:

- 1) Televising, sewer locating, sewer cleaning where applicable, cleanout & triple basin cleaning
- 2) Provide and install materials for sewer repairs to address deficiencies

- 3) Layout boundaries of floor area required for saw cutting and removal of concrete
- 4) Provide and install heavy duty trench drain system, per plumbing code
- 5) Installation of all underground plumbing, including waste and venting systems, per plumbing code
- 6) Drilling of dowel rods with rebar
- 7) Pour concrete to match existing floor

Village work to include:

- 1) Concrete saw cutting, removal of concrete and existing trench drains.
- 2) Excavation of trenches for any underground piping and new trench drain
- 3) Removal of spoils
- 4) Provide backfill materials
- 5) Permits

It is pertinent that the Contractor understand and follow the Village plumbing code. Please direct plumbing related questions regarding the project to Mr. Mike Walker, Village of Gurnee Plumbing Inspector to ensure plumbing code requirements are followed and included in the project.

This project must be completed by November 1, 2021.

SUBMITTAL INFORMATION

Proposals must be submitted in hardcopy format no later than 10:30 A.M. on August 5, 2021, to 1151 Kilbourne Rd, Gurnee 60031 to the attention of Heather L. Galan, P.E., Director of Public Works. For more information or clarification of this RFP, please contact Heather Galan via email at publicworks@village.gurnee.il.us.

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Request for Proposals is issued pursuant to applicable provisions of the Village of Gurnee Purchasing Ordinance.

2. **PROPOSALS.** Proposals will be received at the Public Works Department up until the date and time specified. Late proposals shall be rejected and returned to the sender. All the proposals submitted in response to this invitation shall become the property of the Village and shall become a matter of public record available for review.

3. **BID PREPARATION.** Proposals must be submitted along with this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

4. **IRREVOCABLE OFFERS.** Bidders are cautioned to verify their proposals before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Each proposal shall be considered an irrevocable offer at the quoted prices and cannot be withdrawn except with the permission of the Village Board.

5. **RESERVED RIGHTS.** The Village of Gurnee reserves the right at any time and for any reason to cancel this Invitation for Proposals, accept or reject any or all proposals or any portion thereof, or to accept an alternate bid. The Village reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the Village, the Village has sixty (60) days to accept. The Village may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

7. **INCURRED COSTS.** The Village will not be liable for any costs incurred by bidders in replying to this Invitation for Proposals.

8. **AWARD.** It is the intent of the Village to award a contract to the lowest responsible bidder meeting specifications. The Village reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the Village. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

11. **TAXES.** Village of Gurnee is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Village of Gurnee is exempt from state and local taxes.

12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Proposals on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal". The Village reserves the right to determine whether a

substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum with the permission of the Village Board. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

15. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

16. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the Village, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the Village as a consequence of granting the Contract.

17. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Village reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The Village shall be entitled to recover its attorney's fees and expenses in any successful action by the Village to enforce this contract.

18. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the Village's destination. The Village reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's

warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

19. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Village may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

20. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substance Disclosure to Employees Act.

21. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

22. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Village harmless from loss on account thereof.

23. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

GENERAL CONDITIONS OF THE CONTRACT

1. **PROOF OF INSURANCE.** The CONTRACTOR shall furnish the Village with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified state-statement from the insurer listing the details of the policy. Insurance shall comply with the terms set forth in number 19 of this bid document.

2. **CHANGES TO SCOPE OF WORK.** If the Village deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract as bid, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Owner and the CONTRACTOR before any such work shall be commenced.

3. **EXTRA WORK.** No claim whatsoever will be allowed the CONTRACTOR for changes, extra work, or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the CONTRACTOR is first ordered in writing by the Village and the price herein stipulated to the CONTRACTOR.

4. **QUALITY CONTROL OF WORK.** The Village shall have power to inspect all work for compliance with the Specifications, and the CONTRACTOR shall perform all of the work herein specified to the Village's entire satisfaction, approval, and acceptance.

The CONTRACTOR is responsible for furnishing all labor, materials, and equipment to construct and complete the work in compliance with the Plans, Specifications, and Special Provisions. All material to be incorporated in the work; all labor to be performed; and all equipment, tools, and methods to be used shall be subject to the approval of the Village. It is the CONTRACTOR'S responsibility to complete the work and deliver a final product which meets all the requirements of the Specifications.

5. **INSPECTION.** The Village shall at all times have access for inspection to all branches of the work.

6. **CONTRACTOR'S EMPLOYEES.** The CONTRACTOR shall employ skilled foremen and laborers and shall, if directed by the Village, discharge from the site of the work any incompetent, abusive, or disorderly employees. None but persons expert in their respective branches of work shall be employed by the CONTRACTOR.

7. **PREVAILING WAGES.** This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds shall include a provision that will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

8. **OBSTRUCTION OF STREETS AND RIGHTS OF WAY.** The CONTRACTOR shall arrange to keep public ways open for traffic at their own expense. Convenient access to public works facilities, parking spaces, equipment, vehicles, etc. must be maintained by the CONTRACTOR. The CONTRACTOR shall remove all surplus materials and debris from the work area on a daily basis as the work progresses or coordinate a temporary storage location at the direction of the Public Works Director so that there is a minimum amount of disruption to Public Works operations as possible.

9. **ORDINANCES.** The CONTRACTOR shall observe all ordinances in relation to obstructing streets or driveways, maintaining signs and signals, keeping open passageways and protecting same where exposed, and to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

10. **DAMAGE.** All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties which may be encountered

in the prosecution of the work or arising from the action of the elements, shall be sustained at the CONTRACTOR'S expense.

The CONTRACTOR shall be held responsible for any and all damage to any and all water, gas or drain pipes, conduits, wiring, sidewalks, pavement and all structures, etc., and to interruption of service to same.

The CONTRACTOR shall, without extra charge, erect, maintain, and remove strong and suitable barriers which, during the night time, will prevent any accident or harm to life, limb, or property in consequence of such excavation, use or occupancy of the Public Works facility or operation.

The CONTRACTOR shall protect, restore, and make good, as may be necessary, all buildings, and foundations injured in the progress of the work, at the CONTRACTOR'S expense. The CONTRACTOR shall protect all private and corporate property, such as gas mains, telephone lines, telephone or telegraph conduits, etc. interfering with the work, notifying the several owners of the work to be done, and arranging for the future disposition of their property. The CONTRACTOR agrees to hold the Village harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

11. **CLAIMS.** The CONTRACTOR agrees to save and hold harmless the Village from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of, the use of the streets or sidewalks, or resulting from the excavations, openings, obstructions, or defects that may be made or left in the streets or sidewalks by the CONTRACTOR or their several agents, or any other person engaged in the performance of this Contract.

The CONTRACTOR shall save the Village harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of, any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals, or processes used by them or about said work.

12. **FORFEITURE.** The work herein specified shall be prosecuted with such forces as the Village may deem adequate for its completion within the time specified for completion. If the rate at which the work is performed is, in the judgment of the Village, not such as to insure its progress

and completion in the time and manner herein specified, or if, at any time, the CONTRACTOR refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time, or if in any event, the CONTRACTOR fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Owner shall have full right and authority after giving three (3) days written notice to the CONTRACTOR of its intention to do so, to take the work out of the hands of the CONTRACTOR and/or to re-let the same to other contractors.

13. **SUBLETTING OF CONTRACT.** No part of the work herein specified shall be assigned, subcontracted, or sublet without the written consent of the Owner.

All requests to subcontract any work shall include a certified copy of the executed subcontract agreement signed by both the General CONTRACTOR and the Subcontractor. All subcontract agreements shall list and itemize what work is being subcontracted and the amounts and/or basis of payment for such work. All subcontract agreements shall contain the required Federal and State Equal Employment Opportunity provisions and Labor Compliance provisions, including contract minimum wage requirements.

All work permitted to be subcontracted is conditional upon the timeliness and satisfactory performance of the Subcontractor and coordination of the CONTRACTOR. The Village may order the CONTRACTOR to remove a Subcontractor who is not performing satisfactory work or who is not performing work in a timely manner. Upon the Village's written direction, the CONTRACTOR shall comply at once and shall not employ the Subcontractor for any further work under this contract.

14. **WAIVERS OF LIEN REQUIRED.** It is expressly understood that the Village reserves the right to direct that no payment be made to the CONTRACTOR should he have reason to believe that said CONTRACTOR has failed for any reason to make just payment to any employee, subcontractor, or material supplier used or employed by the CONTRACTOR in the prosecution of the work, until the Village is satisfied that full and proper payment has been made. The CONTRACTOR shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment

requests are processed.

15. **PAYMENT FOR COMPLETED WORK.** The work to be constructed may vary in actual units on quantities from those given in the proposal, but no additions or deductions in the unit prices bid by the CONTRACTOR will be made because of this fact. The total bid and contract unit prices shall include all cost of the work to be constructed.

Any payments made to the CONTRACTOR during the progress of the work shall in no way lessen the total and final responsibility of the CONTRACTOR, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of the Contract, nor be considered a ratification of any act on the part of the Village, agents, or representatives of the Village which in any manner may contravene any of the requirements or provisions of the Contract. During the course of the improvement, if the rate of progress is satisfactory to the Village, and it appears that all claims for labor and materials are satisfied, progress payment may be requested by the CONTRACTOR to the Village for payment by the Village.

16. **J.U.L.I.E.** The Contractor is to call J.U.L.I.E. (1-800-892-0123) forty-eight (48) hours prior to excavating for field locations of existing utilities. A minimum of forty-eight (48) hours notice shall be given to the Director of Public Works prior to starting work.

17. **PROTECTION OF EXISTING FACILITIES.** The CONTRACTOR shall protect from damage all parts of curbs, paving, catch basins, manholes, drains, pavement, utilities, and all other improvements liable to injury by his operations and shall, at his own expense, make good all such damages to the satisfaction of the Owner.

The CONTRACTOR shall be responsible for any negligence or willful damage to Village property and/or equipment.

18. **CONTRACTOR** agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional

time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

19. **INSURANCE.** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Contract until all similar insurance required of the subcontractor has been so obtained and approved. Such policies shall not be cancelled, permitted to expire, or to be changed without the written consent of the Owner.

20. **COMPENSATION INSURANCE.** The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all their employees employed at the site of the project; and, in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Workmen's Compensation Insurance for the protection of his employees not otherwise protected.