# REQUEST FOR PROPOSALS (RFP) CONCRETE WORK – ZION FIRE STATION #2 LOCATED at 2016 LEWIS AVE.

To All Interested Bidders:

Bidders are invited to submit a formal proposal for CONCRETE WORK - ZION FIRE STATION #2.

If any questions arise from the RFP, the bidder may submit them to Fire & Rescue Chief Justin Stried via email at <a href="mailto:justins@zion.il.us">justins@zion.il.us</a>. Any interpretation documents will be made by addendum to the RFP. All questions should be submitted by email no later than Friday September 10, 2021 by 3:00 p.m. Any necessary addendums will be posted on the City of Zion website (cityofzion.com).

Bid specifications can be obtained from the City of Zion website <a href="https://www.cityofzion.com/bids-proposals">https://www.cityofzion.com/bids-proposals</a>.

Sealed Proposals will be received by the City Clerk, Zion City Hall, 2828 Sheridan Road, Illinois, until 10:00 a.m., September 13, 2021 at which time said bids will be publicly opened and read. All Proposals shall be clearly marked with "FIRE STATION #2 CONCRETE WORK RFP"

Please submit one original copy of the Proposal.

All sealed Proposals must be delivered to the following address:

City of Zion 2828 Sheridan Road Zion, Illinois 60099

Proposals will be opened at the time and date, and location indicated above. The Proposals shall remain firm for not less than thirty (30) calendar days from the date of receipt of the Proposal. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.

The City of Zion reserves the right to reject any or all bids, to waive informalities or technicalities in bidding, to re-advertise for bids, or to accept the proposal which it deems most favorable to the interest of the City.

Each contractor, by submitting a proposal, signifies his intentions and good faith to enter into a contract with the City of Zion, Illinois, should he be awarded the contract.

#### **GENERAL CONDITIONS**

The following are the general conditions for the work to be performed.

#### **SCOPE of WORK**

Contractor shall ensure emergency vehicles have access to the fire station during construction. It is understood that except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses necessary for the execution of work shall be secured by the contractor but no fees will be charged to the contractor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be requested in writing and performed without additional expense to the City.

#### **EXISTING CONDITIONS**

The contractor in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

#### **INSURANCE**

Prior to the commencement of work, the contractor shall furnish to the City a certificate of liability insurance in strict accordance of (Exhibit 1). The contractor agrees to comply with the provisions of Worker's Compensation laws of the State of Illinois.

The contractor further shall maintain such insurance (with limits as required in exhibit 1) as shall protect the contractor and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and contractor shall furnish the City with certificates and policies of such insurance as shown in exhibit 1. Insurance coverage shall be maintained until the work has been completed by contractor.

#### STATEMENT of CONTRACTOR QUALIFICATIONS

As part of the Proposal and before awarding of the contract, the bidder shall demonstrate to the complete satisfaction of the City, that the bidder has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; that the contractor has had experience in work of the same nature; and that the contractor has past history and references which will assure the City of the contractors qualifications for executing the work. The competency and responsibility of bidders and of their

proposed subcontractors will be considered in making awards. The City does not obligate itself to accept the lowest or any other proposal.

#### **TAXES**

The City is a tax-exempt organization. A copy of the City's tax-exempt will be furnished.

#### **GOVERNING LAWS**

All Proposals and related documents submitted to the City by the contractor are governed under the laws of the State of Illinois and local ordinances, policies and regulations.

#### **ADDENDA**

If any questions arise from the RFP, the bidder may submit to Fire Chief Justin Stried, a request for interpretation via email at <u>justins@zion.il.us</u>. Any interpretation documents will be made by addendum to the RFP.

The City will not be responsible for any other explanations or interpretations. The City reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The City reserves the right to reject any or all Proposals and waive technicalities and informalities.

#### **PROPOSAL GUARANTY**

Each proposal shall be accompanied by a certified check, bank cashier's check or bid bond acceptable to the Owner in an amount equal to at least 5% of the Proposal, payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the Contract Documents, and will furnish a good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and materials for the work. The Proposal Guaranties of all Bidders except the three lowest will be returned promptly after the canvas of Proposals.

#### **MINIMUM WAGE RATES**

The Contractor shall agree to pay the present prevailing minimum rates for the various classes of laborers and mechanics to be engaged in work on this project and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.

In accordance with "An Act Regulating Wages of Labor, Mechanics, and Other Workers Employed in Any Public Works by the State, County, City or Any Public Body or Any Political Subdivision or by Anyone Under Contract for Public Works", Ill. Rev. Stat. ch. 48, Sections 39s-1 et seq., or latest edition, a copy of the Owner's "Ordinance Ascertaining the Prevailing Rate of Wages", in effect as of the date of the advertisement for bids, is attached and shall be a part of this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wage to be paid, the revised rate

shall apply to this Contract.

#### PROPOSAL FORM and FORMAT

Proposals shall be in a sealed envelope, plainly marked on the outside with the name and address of the company submitting the bid and with the words "ZION FIRE STATION 2 CONCRETE WORK RFP" addressed to:

City of Zion 2828 Sheridan Road Zion, Illinois 60099

Proposals should be submitted in the format specified within this document.

#### **DISCREPANCIES**

In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in words shall govern.

#### **MODIFICATIONS**

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

#### AWARD OR REJECTION

It is the intention of the City to realize the construction of the proposed improvements at the lowest possible cost within the limits of the estimated available funds and at no sacrifice in the quality and, if possible, in the scope of work. The Contract will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid Proposal complying with these instructions and all other Contract Documents.

The City reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the City. No Bidder may withdraw his Proposal for a period of 30 days after the date of the opening thereof. The awarding of this contract is contingent upon the approval of the City of Zion Council.

#### **CONTRACT FORM**

Upon contract award, the City and contractor will have a signed contract prior to any work being started.

#### **CHANGE IN CONTRACT**

The City will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the City before such work is begun.

#### INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense, (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from and (b) is caused in whole or in part by any 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.

#### INSTALLATION

The City anticipates issuing a notice to proceed no later than September 22, 2021 following award. The successful bidder shall complete installation within 45 calendar days from the date of the Notice to Proceed.

#### WARRANTY

The contractor shall provide a one (1) year warranty on labor and materials.

#### FINAL INSPECTION

Upon written notice from the Contractor that the work is complete, a City of Zion representative will make a final inspection and will notify the Contractor in writing of all the particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

#### **LIQUIDATED DAMAGES**

It is understood and agreed that TIME is of the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the Time agreed upon will result in certain loss and damage to the City.

It is therefore covenanted and agreed that if the Contractor fails or neglects to complete his Work on or before the date fixed for completion, then said Contractor shall pay the City of Zion an amount to be determined to complete the remaining Work at the agreed upon unit prices.

#### **PAYMENTS**

A single payment will be made to the contractor when all aspects of the contract have been completed to the City's satisfaction. The City will consider other reasonable arrangements should they be requested in writing by the contractor.

#### **WEATHER**

The Fire Department building shall never be opened to the elements at any time. All openings must be closed and secured whenever possible to avoid anyone not employed by the Fire Department from entering the building. It is possible the overhead doors may be opened if fire department personnel are on site.

#### **OSHA**

The rules and regulations promulgated under the Occupational Safety and Health Act (Latest Edition) shall govern this work.

#### **CLEAN UP SITE**

All outside and inside areas of the building and grounds shall remain clean and free of any construction debris. An allotted area will be designated for material and equipment storage.

#### **AGREEMENT**

THIS AGREEMENT made the day of, 2021 by and between the City of Zion hereinafter called the OWNER, and
the CONTRACTOR, WITNESSETH, That the Contractor and the Owner for the considerations hereinafter named agree as follows:
ARTICLE 1. SCOPE OF THE WORK
The Contractor shall furnish all of the material and perform all of the work for the installation of all improvements as shown on the drawings and described in the specifications entitled "ZION FIRE STATION 2 CONCRETE WORK."
All work shall be performed in strict accordance with City of Zion codes and ordinances, and in strict compliance with the Contractor's Proposal as accepted, including any amendments agreed upon at the time of execution of this Agreement, and with the other Contract Documents herein mentioned which are part of this Contract.
ARTICLE 2. TIME OF COMPLETION
The work, under this Agreement, shall commence upon written notice to the Contractor as defined in the General Conditions. The work shall be completed within <u>60 calendar days</u> after the Notice to Proceed has been issued. Communication between the contractor and either Chief Justin Stried or Battalion Chief Jason Messick may allow for an alteration of this time frame due to estimates of when portions of the work may allow for fire department vehicles to drive over work completed and/or weather issues.
ARTICLE 3. CONTRACT SUM
The Owner shall pay the Contractor for the performance of the contract subject to any additions and deductions provided therein in current funds, the sum of
(\$). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the other Documents, which are a part of this Contract.
ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

### ARTICLE 5. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER

then fully performed.

All work shall be done under the general administration of the City of Zion Representative. The

Final payment shall be due upon final acceptance of the completed work, provided the contract is

City Representative shall decide any and all questions, which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

#### ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents are as noted in the General Conditions. In the event that any portion of one Contract Document conflicts with one provision of another Contract Document, the provision of that Contract Document first listed in the General Conditions shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed in two original counterparts the day and year above written.

(SEAL)	Contractor:		· · · · · · · · · · · · · · · · · · ·	
		:		
Attest:				
		Ву:		
		Title:		
(SEAL)		Owner:		
Attest:		8		
Attest.		Бу		
		))		
STATE OF ILLINOIS	cc			
COUNTY OF	SS			

#### **PERFORMANCE BOND**

THIS INSTRUMENT WITHESSETH: That we (1)
a CONTRACTOR as Principal, and (2)
a Corporation organized and existing under and by virtues of the laws of the State of and regularly authorized to do business in the State of Illinois
as Surety, are held and firmly bound unto the City of Zion, Illinois, hereinafter called the "Owner"
n accordance with a Contract hereinafter referred to, in the penal sum of
\$) of lawful money of the United States, will and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:
WHEREAS, the said Principal has entered into a written Contract with the Owner dated for the construction of the work entitled "2021 Zion Sidewalk Project"
n conformity with the Drawings, General Conditions, and Specifications hereby referred to and made part of the same to all intents and purposes as if written at length herein, in which Contract he said Principal has contracted to perform the work specified in said Contract in accordance with he terms thereof:

NOW THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the Contract on their (its) part, and satisfy all covenants, terms, conditions, and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety, and shall satisfy all claims and demands arising there under, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally expressly guarantee that all materials furnished and workmanship performed, under the Contract and in the construction of the work shall fulfill all requirements of the Contract and the Contract Documents with respect to them for a period of one year from the date of final acceptance.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs, or replacements, for any period of time after the work is completed, if provided for in the Contract, may be brought at any time up to six months after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is	s executed in several cour	iterparts, each one of which
shall be deemed an original, on this the	day of	, 2021.

#### **PROPOSAL FORM**

# DUE NO LATER THAN 10:00 A.M. ON SEPTEMBER 13, 2021 All sealed Proposals must be delivered to the following address: 2828 Sheridan Road Zion, Illinois 60099

Name of Bidder:
Having carefully examined the Proposal requirements including the General Conditions, and the Request for Proposal (RFP) <b>CONCRETE/ASPHALT WORK AT ZION FIRE STATION 2</b> , any addenda and conditions affecting the work, the undersigned proposes to provide the required materials services, warranties, and delivery of specified in the attached Proposal for the total sum not to exceed:
BASE BID \$
BASE + ALT1 BID \$
BASE + ALT1 + ALT2 BID \$
BASE + ALT1 +ALT2 + ALT3 BID \$
Signature indicates that company is not barred from bidding on public projects or contracts in the State of Illinois.
Respectfully Submitted,
Company:
Address:
Phone:
Fax:
Title:
Signature:
Date:

## GENERAL SPECIFICATIONS FOR ZION FIRE STATION #2 CONCRETE WORK \*Base Bid

#### **GENERAL**

The City of Zion is soliciting bids for concrete work for the following City-owned property:

1. City of Zion Fire Station 2, 2016 Lewis Ave, Zion Illinois 60099.

Bids must meet or exceed the following specifications.

#### **EXPERIENCE**

The City will consider bids only from contractors who have been regularly engaged in this specified field of business for a period of not less than five years.

#### **CONTACT PERSONS**

Bidders should direct any questions concerning this bid to Fire Chief Justin Stried at (847)-746-4042 or justins@zion.il.us, Monday through Friday, between 8:00 a.m. and 4:00 p.m. Bidder should schedule to visit the location to determine size and scope of project.

- 1. East apparatus pad: remove existing concrete and replace with 8" concrete, 4500psi mix with 1.5 lb. fiber
- 2. Approximate dimension is 76' x 62'
- 3. Contraction joints for concrete driveways shall be placed at a maximum of 15 feet transversely or longitudinally. A bituminous fiber expansion strip shall be placed at public walks, private walks or at any other structure against which the concrete driveway abuts.
- 4. After removal of existing concrete the existing base shall be inspected. Unsuitable base material shall be removed and replaced with well-compacted crushed stone or crushed gravel, state grade CA-6. Crushed base course shall be at least six inches thick after compaction.

### GENERAL SPECIFICATIONS FOR ZION FIRE STATION #2 CONCRETE WORK \*ALTERNATE #1

#### **GENERAL**

The City of Zion is soliciting bids for concrete/asphalt/drain work for the following City-owned property:

1. City of Zion Fire Station 2, 2016 Lewis Ave, Zion Illinois 60099.

Bids must meet or exceed the following specifications.

#### **EXPERIENCE**

The City will consider bids only from contractors who have been regularly engaged in this specified field of business for a period of not less than five years.

#### **CONTACT PERSONS**

Bidders should direct any questions concerning this bid to Fire Chief Justin Stried at (847)-746-4042 or justins@zion.il.us, Monday through Friday, between 8:00 a.m. and 4:00 p.m. Bidder should schedule to visit the location to determine size and scope of project.

- 1. Repair and/or replace concrete and drain adjacent to west overhead apparatus door. Approximate dimension of this area is 27' x 8', with a 19' drain.
- 2. Field Verification will be necessary for drain pipe invert

### GENERAL SPECIFICATIONS FOR ZION FIRE STATION #2 CONCRETE WORK \*ALTERNATE #2

#### **GENERAL**

The City of Zion is soliciting bids for concrete/asphalt work for the following City-owned property:

1. City of Zion Fire Station 2, 2016 Lewis Ave, Zion Illinois 60099.

Bids must meet or exceed the following specifications.

#### **EXPERIENCE**

The City will consider bids only from contractors who have been regularly engaged in this specified field of business for a period of not less than five years.

#### **CONTACT PERSONS**

Bidders should direct any questions concerning this bid to Fire Chief Justin Stried at (847)-746-4042 or justins@zion.il.us, Monday through Friday, between 8:00 a.m. and 4:00 p.m. Bidder should schedule to visit the location to determine size and scope of project.

- 1. Replace asphalt on north side of fire station driveway: Base thickness to be determined when existing asphalt is removed; may require 8" CA6, compacted to 95% density.
  - a. 4" binder, 2" surface
  - b. One manhole adjustment necessary
- 2. Approximate dimension is 79' x 29'

## GENERAL SPECIFICATIONS FOR ZION FIRE STATION #2 CONCRETE WORK \*ALTERNATE #3

#### **GENERAL**

The City of Zion is soliciting bids for concrete/asphalt work for the following City-owned property:

1. City of Zion Fire Station 2, 2016 Lewis Ave, Zion Illinois 60099.

Bids must meet or exceed the following specifications.

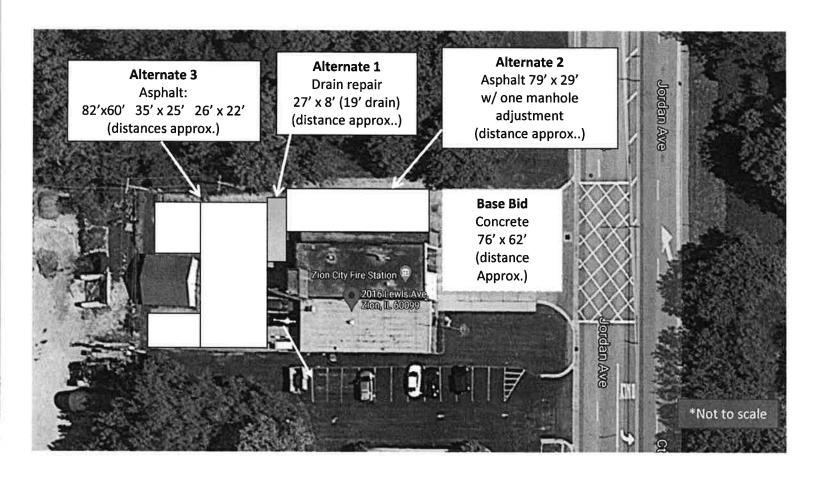
#### **EXPERIENCE**

The City will consider bids only from contractors who have been regularly engaged in this specified field of business for a period of not less than five years.

#### **CONTACT PERSONS**

Bidders should direct any questions concerning this bid to Fire Chief Justin Stried at (847)-746-4042 or justins@zion.il.us, Monday through Friday, between 8:00 a.m. and 4:00 p.m. Bidder should schedule to visit the location to determine size and scope of project.

- 1. Replace asphalt on west side of fire station driveway: Base thickness to be determined when existing asphalt is removed; may require 8" CA6, compacted to 95% density.
  - a. 4" binder, 2" surface
- 2. Approximate dimension (all one parking lot broken into three sections for ease of measuring):
  - a. 82' x 60'
  - b. 35' x 25'
  - c. 26' x 22'



City of Zion 2828 Sheridan Road Zion, Illinois 60099 FAX: 847-746-4665 Phone: 847-746-4018

### --ALL CONTRACTORS-

The CITY OF ZION has adopted an ordinance that requires all contractors's to provide a Certificate of Insurance upon application for a permit. The Certificate shall meet the requirements listed below and shall name the City of Zion as ADDITIONALLY INSURED:

1	Project Costs up to \$40,000.00	Projects \$40,001 and over
Comprehensive General Liability	\$500,000 BI & PD	\$1,000,000 BI & PD
Bodily Injury	\$500,000 BI & PD	\$1,000,000 Bt & PD
Umbrella Liability		\$1,000,000 BI & PD
Workmen's Compensation	\$ 500,000	\$ 500,000
Insurance Statutory Employers Liability	\$ 500,000	\$ 500,000
Roofers: Refer to Illinois State Statute Act (This Act includes workmen's compensatio		\$ 500,000

All excavators are required to have a \$10,000 or \$25,000 excavation bond depending on the project in addition to the above requirements.

All Certificates of Insurance must be SIGNED by an authorized representative of the agency. \*\*NO EXCEPTIONS\*\*

Exhibit No. 1