

## **CITY OF ZION POLICE DEPARTMENT PARKING LOT IMPROVEMENTS LOCATED 2101 SALEM BLVD.**

To All Interested Bidders:

Bidders are invited to submit a formal Proposal to for the removal and installation of an Asphalt Parking Lot at the City of Zion Police Department Facilities with the attached General Conditions and Specifications.

Please submit one original copy of the Proposal.

if any questions arise from the RFP, the bidder may submit to Eric Barden Chief of via email at [ericb@zion.il.us](mailto:ericb@zion.il.us) Any interpretation documents will be made by addendum to the RFP. All questions should be emailed no later than 3:30 p.m., Monday, July 10, 2023. All questions that arise that require an addendum will be posted on the City of Zion website (cityofzion.com).

**Sealed Proposals will be received by the City Clerk, City Hall, 2828 Sheridan Road, Illinois, until 10:00 a.m. July 17, 2023 and at that time said bids will be publicly opened and read. All Proposals shall be clearly marked with "CITY OF ZION POLICE DEPARTMENT PARKING LOT IMPROVEMENTS RFP."**

Bid specifications can be obtained on the City of Zion website: <https://www.cityofzion.com/bids-proposals/>

**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.

## **GENERAL CONDITIONS**

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

### **SCOPE of WORK**

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 Eric Barden, a request for interpretation via email at [ericb@zion.il.us](mailto:ericb@zion.il.us). 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 “**CITY OF ZION POLICE DEPARTMENT PARKING LOT IMPROVEMENTS**” 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 August 2, 2023 following award. The successful bidder shall complete installation within 60 calendar days from the date of the Notice to Proceed.

## **WARRANTY**

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

## **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.

## **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 facility 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 \_\_\_\_\_, 2023 by and between the City of Zion hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called 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 " **CITY OF ZION POLICE DEPARTMENT PARKING LOT IMPROVEMENTS.**"

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 **45 calendar days** after the Notice to Proceed has been issued.

**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**

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

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Owner: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS

SS

COUNTY OF \_\_\_\_\_



## PERFORMANCE BOND

THIS INSTRUMENT WITNESSETH: 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"  
in 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 **CITY OF ZION POLICE  
DEPARTMENT PARKING LOT IMPROVEMENTS RFP** in 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 the said Principal has contracted to  
perform the work specified in said Contract in accordance with the 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 executed in several counterparts, 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 JULY 17, 2023**

**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) **CITY OF ZION POLICE DEPARTMENT PARKING LOT IMPROVEMENTS**, 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:

TOTAL 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 CITY OF ZION POLICE DEPARTMENT PARKING LOT IMPROVEMENTS**

## **GENERAL**

The City of Zion is soliciting bids for the replacement of an asphalt parking lot for the following City-owned building:

1. City of Zion Police Department, 2101 Salem Boulevard, Zion Illinois.

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 Eric Barden Chief of Police at (847)-746-4103 or (847)-872-8000, Monday through Friday, between 7:00 a.m. and 3:30 p.m. Bidder should schedule to visit the location to determine size and scope of project.

## **SPECIFICATIONS**

1. Lot A - removal of 21,008 sq. ft. of existing asphalt.
2. Lot B – removal of 2,235 sq. ft. of existing asphalt.
3. Lot C - removal of 360 sq. feet of existing concrete. (Area to be replaced with 3” of new Asphalt.)
4. Lot D – removal of 3,920 sq. ft. of existing asphalt.
5. Lots A, B & D install Hot-Mix-Asphalt Binder Course, IL-19.0, N50 – 2”.
6. Lots A, B & D install Hot-Mix-Asphalt Surface Course, Mix D, N50 – 1.5”.
7. Unsuitable base shall be removed and replaced with CA-6.
8. Parking lot base shall be rolled and compacted prior to new asphalt installation.
9. Provide a minimum of 3 references.

## **INSURANCE**

The successful bidder must provide a certificate of liability insurance in strict accordance of exhibit 1.

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**:

	<u>Project Costs up to \$40,000.00</u>	<u>Projects \$40,001 and over</u>
Comprehensive General Liability	\$500,000 BI & PD	\$1,000,000 BI & PD
Bodily Injury	\$500,000 BI & PD	\$1,000,000 BI & PD
Umbrella Liability		\$1,000,000 BI & PD
<b>Workmen's Compensation</b>	\$ 500,000	\$ 500,000
Insurance Statutory Employers Liability	\$ 500,000	\$ 500,000
<b>Roofers: Refer to Illinois State Statute Act 335</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>
<b>(This Act includes workmen's compensation)</b>		

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