

Naperville Public Library

Request for Pricing

**Parking Lot
Mill & Overlay Services
95th Street Library**

**Submission Date/Time:
July 3, 2020, at 10:00 a.m. CST**

**Place:
95th St. Library
Meeting Room A
3015 Cedar Glade Dr.
Naperville, IL 60564**

Dear Prospective Bidder:

The Naperville Public Library is pleased to invite you to submit a sealed proposal for:

Parking Lot Mill & Overlay Services 95th St. Library
RFP Opening: July 3, 2020, 10:00 a.m. local time, 95th Street Library

Specifications packages and electronic site drawings are available on our website:
<https://www.naperville-lib.org/about/rfps-contracts>

A **walk-through** review of the work can be requested with Scott Speidel, Facilities Manager, at the 95th Street Library, 3015 Cedar Glade, Naperville, IL 60564, no later than Friday, June 26th A.M. He may be reached at sspeidel@naperville-lib.org or 630-637-4976.

Please note the following requirements of the Request for Proposal:

- Price Work Sheet
- Proposal Form
- Certificate of Insurance
- References
- Written Description on how the proposal meets RFP requirements
 - With estimated timeline for the project.
- Original and Copy of Your Full Submitted Proposal and One Electronic Proposal

We sincerely hope that you take the time to review the specifications and submit a proposal. If you need additional information, please submit your questions in writing by fax at 630-961-4119 or by email to jscheuerman@naperville-lib.org by 12:00 PM on June 29, 2020. The Library will post a written response on our website www.naperville-lib.org in the form of an addendum end of day June 30, 2020.

Sincerely,

Jeffrey Scheuerman
Finance Manager

Specifications Parking Lot Mill and Overlay Services 95th Street Library

1. Milling of bituminous concrete surface to a depth of 4 inches, including removal of planed materials.
2. Fine grade and compact existing gravel base after electrical contractor trenches and install new conduit below grade.
3. Installation of 4 inches of bituminous concrete in 2 courses: 2 ½ inches of binder and 1 ½ inches of surface course. Roll and compact to uniform appearance and 95% compaction.
4. Striping of approximately 283 parking spaces, 7 handicapped spaces and 3 stop bars.

The Library wants this project to be performed in September, preferably completion in the first half of September, 2020. Please be aware of this timeframe when considering your bid.

This parking lot project will be performed in coordination with a separate electrical project focused on excavating and removing below grade conduit and wiring and installing new conduit and wiring for parking lot light poles. Contractors are to plan and price for 2 separate mobilizations to facilitate underground electrical work. The awarded contractor will coordinate with the awarded electrical contractor for this project.

References:

All respondents must provide a minimum of three references for this type work provided over the past 12 months at commercial properties of comparable size and complexity. The reference list shall include the company name, contact name, contact phone number, the type of work done.

Deliverables:

In order to fully respond to this RFP, each bidder must include:

- Price Work Sheet
- Proposal Form including acknowledged receipt of any or no Addendums
- Certificate of Insurance
- References
- Written description on how their Proposal will meet the requirements of this RFP
- Original and One Copy and One Electronic Copy of Full Submitted Proposal (Three Copies)

NAPERVILLE PUBLIC LIBRARY

PROPOSAL FORM

RFP TITLE: Parking Lot Mill & Overlay Services 95th Street Library
RECEIVED BY: July 3, 2020 **TIME DUE:** 10:00 A. M.
WHERE: 95th Street Library-Room A, 3015 Cedar Glade Dr, Naperville 60564

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices. and certifies they meet minimum bidder qualifications.

***PLEASE SUBMIT ONE (1) ORIGINAL
AND
ONE (1) COPY OF YOUR PROPOSAL
AND
ONE ELECTRONIC COPY OF YOUR PROPOSAL***

**TO BE CONSIDERED ALL PROPOSALS MUST:
BE SIGNED
INCLUDE WORKSHEETS
BE RECEIVED PRIOR TO DUE DATE AND TIME.**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ **FAX NO:** _____

AUTHORIZED REPRESENTATIVE: _____ (Typed)

SIGNATURE: _____

DATE: _____ **TITLE:** _____

NAPERVILLE PUBLIC LIBRARY
Parking Lot Mill & Overlay Services 95th Street Library

Price Work Sheet

All respondents must complete this price sheet for their proposal to be considered.

Firm Name _____

Tax ID # _____

Contact _____

Phone /Fax /Email _____

Project Cost: \$ _____

**GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS
TO PROPOSERS TABLE OF CONTENTS**

BIDDING PROCEDURES

1. Proposal Forms
2. Submission of Proposals
3. Addendum
4. Questions
5. Alternate Proposals
6. Alternate Proposals, solicited
7. Proposals Binding For 90 Days
8. Withdrawal of Proposals

Awarding the Proposal

9. Criteria for Awarding /Reservation of Rights
10. Notice of Award
11. Registration Required

Price

12. Tax Exemption

Financial Responsibility Provisions

13. General Guaranty
14. Warranties
15. Insurance
16. Indemnification
17. CERCLA Indemnification

Assignment/Termination/Default

18. Assignment
19. Termination of Contracts
20. Default

Miscellaneous

21. Material Safety Data Sheets
22. Public Works Projects-Employment of Illinois Laborers
23. Prevailing Wages
24. Non-Resident Executive and Technical Experts
25. Force Majeure

**NAPERVILLE PUBLIC LIBRARY
GENERAL TERMS AND CONDITIONS
REQUEST FOR PROPOSAL (RFP) INSTRUCTION TO PROPOSERS**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES, SOLICITATIONS FOR GOODS AND/OR SERVICES, DO BECOME A DEFINITE PART OF EACH FORMAL REQUEST FOR PROPOSAL, PURCHASE ORDER, OR CONTRACT ISSUED BY THE NAPERVILLE PUBLIC LIBRARY, UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS, FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE/SHE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

RFP PROCEDURES

The first **two** items must be performed by the proposer for the proposal to qualify for consideration by the Library. **A place to check off each item as you complete it has been provided for your convenience.**

- _____ 1. **PROPOSAL FORMS:** Proposals shall be submitted on the forms provided or in an identical format typed by the proposer, properly signed in the appropriate places.

- _____ 2. **SUBMISSION OF PROPOSALS:** All proposals submitted must be received in a sealed envelope by the Library before the time specified for receipt of proposal. The envelope must be clearly marked "SEALED PROPOSAL" --WITH THE RFP TITLE, DATE DUE AND TIME OF RECEIPT, written on the front of the envelope. The Executive Director or a designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Library's Office of the Director). Formal sealed proposals, amendments thereto, or requests for withdrawal of bids will not be considered after the time specified for the bid opening.

3. **ADDENDUM:** Proposer shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

4. **QUESTIONS:** All questions concerning the RFP shall be submitted to the Library in writing by either by fax at 630.961.4119 or by email to jscheuerman@naperville-lib.org by Monday, June 29, 2020, at 5:00 PM . The Library will post a written response on our website: www.naperville-lib.org in the form of an Addendum by the end of day, Tuesday, June 30, 2020. Whenever the answer to a question is contained in the documents, the proposer shall be directed to the provision in the specifications which responds to the question. The Naperville Public Library will not be responsible for any other explanation of the specifications made prior to the receipt of proposals.

5. **ALTERNATE PROPOSALS:** The proposal specifications may not state that an alternate proposal is permissible.

6. **ALTERNATE PROPOSALS, SOLICITED:** At this time, the Library is not soliciting any alternate proposals.

7. **PROPOSALS BINDING FOR 90 DAYS:** Unless otherwise specified in the specifications, all formal RFP submitted shall be binding for ninety (90) calendar days following date of opening.

8. **WITHDRAWAL OF PROPOSALS:** A written request for the withdrawal of a proposal will be granted if the request is received by the Library prior to the specified time of receipt.

AWARDING THE PROPOSAL

9. **CRITERIA FOR AWARDING /RESERVATION OF RIGHTS:** The contract will be awarded to the responsible, responsive proposer, or any other proposer determined by the Naperville Board of Library Trustees to be in the best interest of the Library, who meets or exceeds the criteria, sought by the requesting department. The Library reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the Library. The Library also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

In determining responsibility, the following qualifications will be considered by the Library.

- (a) The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
 - (b) Whether the proposer can perform the contract or provide service promptly, or within the time specified, without delay or interference;
 - (c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
 - (d) The quality of performance of previous contracts or services;
 - (e) The previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
 - (f) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
 - (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - (h) The ability of the proposer to provide future maintenance and service for the use of the subject of the contract;
 - (i) Proposer's record of experience in this field of endeavor; and, the size and scope required in the proposals specifications;
10. **NOTICE OF AWARD:** The Library will accept in writing one of the proposals, within ninety (90) days from the date of receipt, or the time specified within the specifications, unless the awardee extends the time of acceptance to the Library. Notice of Award will be mailed to all proposers of record within the time for acceptance specified in the Request for Proposal.
11. **REGISTRATION REQUIRED:** Companies awarded should be registered to do business in the State of Illinois. The Library may verify status with the State by calling 217-782-7880 prior to awarding contract.

PRICE

12. **TAX EXEMPTION:** Sales to the Naperville Public Library are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9991-2953-07.

FINANCIAL RESPONSIBILITY PROVISIONS

13. **GENERAL GUARANTY:** Contractor agrees to:
- (a) Save the Library, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee, or owner; and
 - (b) Protect the Library against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
 - (c) Pay for all permits, licenses, and fees and give all notices and to comply with all laws, ordinances, and rules of the City of Naperville and the State of Illinois.
14. **WARRANTIES:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him FOR A PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Library, are due to faulty design and installation, workmanship, or materials, the Library shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the Library.
15. **INSURANCE:** At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Library. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder named to the left".

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(A) **Commercial General Liability:**

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

| | |
|------------------------------|----------------|
| General Aggregate | \$2,000,000.00 |
| Products/Completed Aggregate | \$1,000,000.00 |
| Each Occurrence | \$1,000,000.00 |
| Personal Injury | \$1,000,000.00 |
- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iv. Coverage is to be written on an "occurrence" basis.
- v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(B) **Professional Liability:**

- i. Per Project Aggregate \$1,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, Subconsultant's operations or premises, anyone directly or indirectly employed by the Consultant or Subconsultant, and the Consultant's obligations of indemnification under this Contract.

(C) **Workers Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:

| | |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

(E) **Umbrella:**

- i. Limits:

| | |
|---------------------------|----------------|
| Each Occurrence/Aggregate | \$2,000,000.00 |
|---------------------------|----------------|
- ii. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this contract.

(F) **The Naperville Public Library shall be named as additional insured on all insurance policies, except for professional liability and workers compensation.**

The Contractor understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Library as herein provided.

16. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the Library, its trustees, officers, employees, and its agents from any and all claims, suits, actions, costs, and fees, including reasonable attorney's fees, of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its employees and agents, or its subcontractor(s). Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the Library, its trustees, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

17. **CERCLA INDEMNIFICATION:** The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Library, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

ASSIGNMENT/TERMINATION/DEFAULT

18. **ASSIGNMENT:** Assignment of this contract or any part thereof, or any funds to be received there under by the Contractor shall be subject to the approval of the Naperville Public Library.
19. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- (a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - (b) Extended upon written authorization of the Executive Director and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
20. **DEFAULT:** The contract may be canceled or annulled by the Naperville Board of Library Trustees in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. Upon receipt of such notice, the Contractor shall have seven (7) days within which to cure any default or violation. If the default or violation is not cured within the specified time an award may be made to the next lowest Bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor (or his surety) shall be liable to the Library for costs incurred by the Library in excess of the defaulted contract prices. However, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

21. **MATERIAL SAFETY DATA SHEETS:** It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

22. **PUBLIC WORKS PROJECTS-EMPLOYMENT OF ILLINOIS LABORERS:** Whenever there is a period of excessive unemployment in Illinois, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement or for the cleanup and on-site disposal of hazardous waste for the State of Illinois or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Illinois laborers on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.
23. **PREVAILING WAGES:** Contractor shall comply with all applicable provisions of “An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, 820 ILCS 130/0.01 et seq. (2002)(see website address: <http://www.state.il.us/agency/idol/> for rates) and City of Naperville Ordinance 18-388, (“An Ordinance Ascertain Prevailing Wages In The City of Naperville”), and any applicable superceding ordinance or public law.
24. **NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS:** Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.
25. **FORCE MAJEURE:** Whenever a period of time is provided for in this Agreement for either the LIBRARY or OWNER and CONTRACTOR to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party’s own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party’s own employees or suppliers, an act or omission shall not be deemed to be “beyond OWNER and CONTRACTOR’s control” if committed, omitted or caused by OWNER and CONTRACTOR, OWNER and CONTRACTOR’s employees, officers or agents or a subsidiary, affiliate or parent of OWNER and CONTRACTOR or by any corporation or other business entity that holds a controlling interest in OWNER and CONTRACTOR, whether held directly or indirectly.