

VILLAGE OF MUNDELEIN  
POLICE DEPARTMENT MONUMENT SIGN



Bid Specifications and Plans Prepared by:

Village of Mundelein  
300 Plaza Circle  
Mundelein, IL 60060

Owner:

Village of Mundelein  
Police Department  
221 North Lake Street  
Mundelein, IL 60060



## REQUEST FOR PROPOSALS

The Village of Mundelein will receive sealed proposals for ***Village of Mundelein Police Department Monument Sign*** at the Mundelein Police Department, 221 North Lake Street, Mundelein, Illinois until **April 26, 2016**

Prospective bidders are encouraged to attend a Pre-Bid Meeting scheduled for **Tuesday, April 19, 2016 at 10:00 a.m. at 221 North Lake Street, Mundelein, Illinois** to review the scope of the work and the project specifications.

Bidders must submit a firm proposal. The outside of the proposal must clearly identify the firm, individual, or organization that is submitting the proposal. All proposals must be accompanied by a Bid Bond, Certified Check, or Bank Cashier's Check made payable to the Village of Mundelein, in the amount of \$5,000.

Relevant portions of "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, "Fair Employment Practices Act", approved July 21, 1961, as amended and "The Prevailing Wage Act", Illinois Revised Statutes, as amended. (Contract Provisions required by Section 85.38 of the Code of Federal Regulations, US Department of Housing and Urban Development apply to this proposal.)

Contractor understands the Illinois Freedom of Information Act requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Village's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act and agrees to deliver to the Village all records in its possession relating to this agreement within three (3) business days of a request by the Village for said records. Contractor agrees to reimburse the Village any fees, fines, or costs incurred by or assessed against the Village for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Village within three (3) business days of its receipt of a request from the Village to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

Proposal Documents may be obtained through the following:

1. Internet at <http://www.mundelein.org/bidsproposals/bidsproposals.htm>- no charge

Any questions regarding the proposal specifications can be directed to:

Eric Guenther, Police Chief  
221 North Lake Street, Mundelein, IL 60060  
(847) 968-4600      [eguenther@mundelein.org](mailto:eguenther@mundelein.org)

Bidders must execute all signatures where required on their submitted proposals. Bidders need not return the entire contract proposal when proposals are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

1. Business Disclosure Statement
2. Proposal/Schedule of Prices
3. Proposal Surety/Bond
4. Prime Contractor Certifications

The Village of Mundelein reserves the right to waive any irregularities and technicalities, and to accept or reject any or all bids or any part thereof.

# **INSTRUCTIONS TO BIDDERS**

## **SCOPE OF WORK**

The work for which proposals are invited consists of all labor, material, and equipment to complete the design, fabrication of an electronic message monument sign. Refer to the SPECIAL PROVISIONS section of this specification for requirements of this work.

## **DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS**

The Drawings, Specifications and Special Provisions are intended to describe a complete scope of work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, measured or calculated dimensions will govern over scaled dimensions. The Contractor shall take no advantage of any apparent error or omission in the Specifications and the Village shall be permitted to make such corrections and interpretations as may be necessary for the fulfillment of the intent of the Specifications. The decision of the Village in the case of any conflicts, errors or omissions is final.

## **EXAMINATION OF SITE AND SPECIFICATIONS**

Each bidder shall, before submitting its contract proposal, carefully inspect in detail the Work Site described herein and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area. They shall fully inform themselves as to the quality and quantity of equipment required and the character of the work.

The Village and its agents assume no responsibility whatsoever in respect to the sufficiency or accuracy of this information and there is no guaranty, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the work, or that unanticipated situations may not occur. If their proposal is accepted, the bidder is responsible for all errors in their Proposal resulting from their failure or neglect to comply with these instructions. The Village will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.

## **PRE-BID MEETING**

Prospective bidders are encouraged to attend a non-mandatory Pre-Bid Meeting scheduled for **Wednesday, April 27, 2016 at 10:00 a.m. at 221 North Lake Street, Mundelein, Illinois** to review the scope of the work and the project specifications.

## **CONTENTS OF PROPOSAL FORMS**

All Proposals submitted must be made on the form attached to this request for proposals and shall be complete with total prices as required. The proposals shall include the schedule of prices form also attached.

Contract proposals that are not submitted on the proper form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

## **CLARIFICATIONS**

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the E/A a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the E/A at least two (2) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, which will be posted on the Village website and emailed to the attendees of the pre-bid meeting.

## **IRREGULAR PROPOSALS**

Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals, or that contain irregularities of any kind or which are not accompanied by the proper Surety, may be rejected as irregular.

## **DELIVERY OF PROPOSALS**

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth in the request for proposals. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

## **PROPOSAL GUARANTY**

Each proposal must be accompanied by a bid bond, certified check, or banker's cashier check for \$1,000 made payable to the VILLAGE OF MUNDELEIN.

## **DISQUALIFICATION OF PROPOSALS**

2 or more proposals from a person, firm, or corporation, under different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will cause rejection of all proposals. Any or all proposals will be rejected if there is evidence of collusion among the bidders.

## **WITHDRAWAL OF PROPOSALS**

Bidders may withdraw Bids at any time prior to the bid opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated for the Bid Opening. Properly withdrawn Bids will be returned unopened to the Person or firm submitting the bid. No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

## **ACCEPTANCE OF PROPOSALS**

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. The Village may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by the Village, the successful Bidder's proposal,

together with Village's notification of acceptance, shall become the Contract for the Work.

### **SELECTION OF BIDDERS**

The Village reserves the right to select a proposal in accordance with the work to be done, equipment and labor to be furnished, experience and pecuniary resources, and the lowest priced responsible bid. The Village reserves the right to waive any and or all technicalities, to reject any or all proposals, and to make an award in the best interest of the Village.

### **CONTRACT PERFORMANCE BOND**

The successful bidder, prior to the execution of the Contract by the Village, shall furnish to the Village a surety bond in the sum equal to the full amount of the Proposal, including alternates selected by the Village, on a form acceptable to the Village. All proposals shall be submitted on the basis of the furnishing this bond executed by a corporate surety company licensed to do business in the State of Illinois.

The bond shall also guarantee the faithful performance of the Contractor's obligations under the Prevailing Wage Act. The aforementioned bond shall be issued for a 365-day period subsequent to the date of substantial completion. The bond shall be issued by a surety company which is acceptable to the Village. Upon the Village's receipt and acceptance of a performance and labor/material payment bond(s), the Village shall promptly return the Contractor's bid guarantee.

### **EXECUTION OF CONTRACT**

The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract, Contract Bond and Proof of Insurance to the Village within 15 calendar days after Notice of Award has been received by them from the Village. Failure by the Bidder to furnish the Village with an executed Contract and Proof of Insurance within the 15 calendar days specified shall be just cause for annulment of the award, or of the Contract if executed.

# **GENERAL CONDITIONS OF THE CONTRACT**

## **STANDARD SPECIFICATIONS**

All work as shown in the schedule of prices shall conform to the general requirements set forth as part of the contract plans prepared by the Garland Company, Inc. attached to this proposal.

The Specifications for this project are the General Conditions of the Contract and "Village of Mundelein, Village Code" (Village Code) latest editions effective upon the date of the bid opening, which are made part of these documents by reference. In case of conflict between these Specifications, the most restrictive requirement, as determined by the Owner, shall be binding.

Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of the Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

## **SUBMITTALS**

Shop drawings, product data, and samples shall be submitted by Contractor to the Village upon request. Submittals shall be properly identified with the name of the Contract, dated, and each lot submitted shall be accompanied by a letter of transmittal referring to the name of the Work and to the Specification page number and/or Contract Drawing number for identification of each item. Submittals for each type of Work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. Shop Drawings shall be identified by reference to sheet and detail numbers on the Contract Drawings. Pertinent product data shall also be included with the shop drawings. Reproductions for submittal shall be full size prints.

Contractor shall notify the owner, in writing at the time of submission of deviations in submittals from the requirements of the Contract Documents. Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the owner's review of submittals, unless the owner gives written acceptance of specific deviations. Contractor shall make corrections required by the Village and shall return the required number of corrected copies of shop drawings for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Village on previous submittals. Begin no Work which requires submittals until return of submittals with owner's initials or signature indicating the submittal has been reviewed.

Contractor shall make corrections required by the owner and shall return the required number of corrected copies of shop drawings for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals.

Manuals shall be provided for the sign including individual components and subsystems of complete assemblies. The section of the manual on operation shall describe the function of each component and its relationship to the system of which it is a part. Where several models, options, or styles are described, the manual shall identify the items actually provided.

## **QUALITY CONTROL**

Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time Bidder's Proposals are received. If no ASTM Standards apply, applicable standard methods of the Federal Government or of other recognized agencies shall be used. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the owner before delivery. The approval of the source of any material shall continue as long as the material

conforms to the Specifications. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work. If in place, faulty materials shall be removed by Contractor at its expense and replaced with acceptable material unless permitted otherwise by Owner. No defective materials which have been subsequently corrected shall be reused until approval has been given.

Upon failure of Contractor to comply immediately with any order to remove and replace defective material, Owner shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to Contractor. Failure to reject any defective materials or Work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate Owner to issue its Final Acceptance.

**CONTRACTOR’S RESPONSIBILITY**

Prior to submission, Contractor shall thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents and shall verify all quantities, dimensions and field conditions and shall coordinate the shop drawings with the requirements for other related Work. Contractor's responsibility for errors and omissions in submittals is not relieved by the review of submittals.

**CONTRACTOR’S INSURANCE**

If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 15 days after Owner’s acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder’s duty to carry adequate insurance or on Bidder’s liability for losses or damages under this Contract

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 statement from the insurer listing the details from the policy. The insurance requirements are as follows:

General Liability/Property Damage/Bodily Injury	\$1 million each occurrence \$2 million general aggregate
Automobile Bodily Injury Liability/Property Damage	\$1 million combined single limit
Excess/Umbrella Liability	\$1 million each occurrence \$2 million aggregate
Workers Compensation and Employers Liability	\$1 million each occurrence
Environmental Impairment/Pollution Liability	\$1 million each occurrence
Owners and Contractors Protective Liability (OCP)	\$1 million each occurrence

Such policies shall not be canceled, permitted to expire or to be changed without the written consent of the Village. A Certificate of Insurance must be on file in this office prior to any work on these premises. This Certificate Holder and Additional Insured should read:

- Village of Mundelein and its officers, agents, and employees

## **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 proposal, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Village and the Contractor before any such work shall be commenced.

## **SEQUENCE OF WORK**

The Village shall have the power to direct the order and sequence of the work or revise the Contractor's sequence. Payment for major portions of the work may be withheld until approved completion of accessory work. The Contractor shall not impede or interfere unnecessarily with the work of other contractors who may be employed within the limits of the work.

## **INSPECTION**

The Village shall at all times have access for inspection to all branches of the work, on the site of the work, at the place of manufacture, or where materials and equipment are stored. If at any time during the progress of the work, any work is rejected or if any of the work is wholly or in part improperly completed, then the Contractor, at his own expense, shall immediately remediate all work improperly done. In case the Contractor shall neglect or refuse after 24 hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Village and the Village's cost of labor, material and supervision thereof deducted from any money due the Contractor.

## **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 person's expert in their respective branches of work shall be employed by the Contractor.

## **COMPLIANCE WITH LAWS**

The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

## **ORDINANCES**

The Contractor shall 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.

All fees and permits for the permanent construction which are required by controlling agencies or authorities, including fees for the review of Contract Documents prior to construction, will be procured by the Owner. Other licenses or permits for construction facilities of a temporary nature which are necessary for the prosecution of the work shall be secured and paid for by the Contractor.

## **DAMAGES**

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 agrees to hold the Village harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

## **OPERATION OF EXISTING FACILITIES**

Contractor shall cooperate with the Village to provide continuous operation of the existing facilities during the construction period. Certain individual systems or units in existing facilities may be temporarily by-passed or removed from service for connection to the new facilities or for required repairs or renovations. All such by-passes or shut-downs shall be scheduled with Owner 48 hours in advance of the actual Work. In no case shall any system or unit in the existing facilities be out of service for more than 24 hours.

Contractor shall keep the Work Site free from water at all times to permit continuous access and to prevent damage to the Work.

Contractor shall provide inspection of Work Site area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the Work Site, both day and night.

The Contractor shall take all necessary precautions to control dust and mud associated with the work of this Contract. The Contractor shall have available a high-efficiency vacuum assisted mechanical sweeper for pavement cleaning. The Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as necessary. All streets within the project corridor, including adjacent to side streets, shall be swept as directed by the Engineer.

## **INCIDENTAL WORK**

Work classified as incidental to the construction and included in the general cost of the work as part of the Contract Price shall include, but not necessarily be limited to, the following:

- Cutting and patching finished work.
- Replacing or repairing damages to work by others due to the construction.
- Building in all necessary anchors, supports, etc. to secure component structures.
- Miscellaneous support structures required to install items furnished under this contract.
- Adjusting heights of installed items to correct for field conditions.

All changes from the plans, necessary to make the work conform to the building as constructed or conform to rules of governmental authorities having jurisdiction N.F.P.A., O.S.H.A., and the local building codes shall be made by the Contractor without extra cost to the Owner.

## **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 persons 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.

## **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 Village shall have full right and authority after giving 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. In so doing, the Village may use or authorize the use of such equipment, and supplies as may be the property of the Contractor, or on the ground, without rental or other charge for the use thereof, except that all such materials so used in completing the work shall be credited to said Contractor at their fair reasonable market price, as of the date same were delivered on the work, but in no case will the Contractor be credited with more than the cost of said materials delivered to the Contractor. The cost of fully completing all the work and all expense of every kind incurred by the Village in connection herewith shall be charged to the Contractor and shall be deducted and paid by the Village out of such moneys as may be due, or may at any time thereafter become due, or may at any time thereafter become due to said Contractor under this Contract, or any part thereof, so far as the same shall suffice therefore, and any deficiency shall be paid to the Village by the Contractor forthwith, and the bondsmen will be held liable for any such deficiency. Should it become necessary for the Village to declare the work forfeited, such forfeiture shall in no case relieve the Contractor or his bondsmen of any of the conditions of the Contract. In case the Contractor shall abandon or fail to complete the work, the Village shall have the full right and authority to pay to any person, firm or entity who may have been employed by the Contractor upon the work, out of any fund due or unpaid the Contractor at the time the Village shall declare said Contractor in default, any and all sums of money which may be found to be due and owing to said Contractor under this Contract and upon giving 5 days written notice by mail to said Contractor of the intention so to do. The Village shall have the full right and authority to ascertain the amount or amounts so due and owed by the Contractor to such person, firm or entity and in such manner and upon such proof as it may deem sufficient, and the amount so found by it to be due and owing to such person, firm or entity, shall be conclusive as against said Contractor, and may thereafter make payment to the said person, firm or entity.

### **SUBLETTING OF CONTRACT**

No part of the work herein specified shall be assigned, subcontracted or sublet without consent of the Village. The Contractor may be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. Second tier subcontracting is not permitted.

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 prevailing 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.

### **SUSPENSION OF WORK**

Should the Contractor, with the approval of the Village, stop work or should the weather conditions in the opinion of the Village be such that the work could not be properly and safely be performed, then the Village may suspend the work until such time as weather conditions shall permit proper construction. In case of stoppage of work, the Contractor shall at his own expense store and be responsible for material, street restoration and protection of the work and be responsible for all accidents as though the work was in

progress. Should the work be delayed or suspended with the approval of the Village, the time of delay or suspension may be added to the time set for completion of the work.

### **LIQUIDATED DAMAGES**

The entire work herein specified and contracted for, shall be completed in all its parts on or before the date of completion specified and as time and rate of progress are the essence of the Contract, said Village would suffer loss by failure on the part of the Contractor to have said work completed on said date. Since the parties interested might be unable to agree as to the amount of the loss which would be suffered by the Village, and as it might be impossible to accurately compute the amount of such loss, the Contractor shall pay the Village, not as a penalty, but as liquidated damages, \$500 for each and every day, after said date of completion during which time any part of the said work called for by these Specifications remains incomplete and unfinished.

### **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 Engineer is satisfied that full and proper payment has been made. The Contractor shall secure and file with the Village progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

### **PRE-CONSTRUCTION MEETING**

The Village may schedule a preconstruction meeting prior to beginning the Work to review shop drawing procedures, construction methods, establish a construction schedule, and review other topics that may apply to this project.

### **STATUS MEETINGS**

The Village shall conduct status meetings as necessary to review the performance of the contractor based on the specifications provided. The Village shall provide a report of defective items to the contractor. Items indicated in the report shall be rectified within 48 hours of notification to the contractor.

### **PROSECUTION AND PROGRESS**

**The completion date for this work is September 15, 2016. Workdays for this Contract are Monday through Saturday between the hours of 7AM to 7PM.** No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Sundays or legal holidays. Legal holidays for the Village include the following specified days:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Eve (Wednesday prior to Thanksgiving)
- Thanksgiving Day
- Christmas Eve
- Christmas Day

If a legal holiday falls on Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed. Existing conditions shall be available for review and documented prior to the start of any construction. Documentation will be the responsibility of the Contractor and performed in cooperation with the Village.

In the event, the Contractor works on Sunday, or holiday, during which time the Inspector(s) are required to be present, the Village shall pay the cost for such overtime services and shall deduct such cost from payments due the Contractor. Overtime services shall be charged at the standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector's standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the Village in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for services.

The Contractor shall submit, for approval by the Village, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Village.

**If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Village with a revised Progress Schedule that complies with the requirements of the Contract for the Village's review.**

### **CANCELLATION OF CONTRACT**

The Village reserves the right to cancel this contract without cause at any point in the duration of the life of the contract. The Village shall provide written notification to the Contractor 10 calendar days prior to cancellation.

# **SPECIAL PROVISIONS**

## **INTRODUCTION**

The Village of Mundelein (Village) is requesting qualifications and proposals from qualified vendors to furnish all labor, materials, tools, equipment and services required to design, build, and install a monument sign with LED message board at the Mundelein Police Station.

This document is a Request for Qualification and Request for Proposal. The Village is seeking a design solution as well as fabrication and construction of a monument sign that incorporates established elements of the Village brand with an LED message board, using materials that aesthetically complement the existing facility. Proportionally, the sign must fit the site, and provide adequate visibility to posted messages by passing traffic.

## **SCOPE OF WORK**

Design of a monument sign for the Mundelein Police Station, approximately 72" tall, and 84" wide as described herein that includes building identification sign and logo; an electronic message board mounted on a masonry base and suitable foundation.

Fabrication and installation of building identification signage that incorporates the Village logo.

Acquisition and installation of the electronic message board including communication hardware and all software.

Installation of foundation and masonry base.

Connection to electrical supply. The Village will provide a service box in the appropriate location of the sign. The contractor shall connect the sign to this service.

## **GENERAL**

The sign shall be constructed in the location identified on the Exhibit A.

The sign shall consist of 3 parts: 1) the electronic message board; 2) the base; and 3) the facility identification sign. The electronic message board shall be approximately 36" tall x 84" wide. The message board will be installed on a masonry foundation approximately 24" tall x 84" wide. Masonry shall match the building as closely as possible. Directly above the message board will be an interior lit facility identification sign identifying the Village of Mundelein Police Department that incorporates the Department/ Village logo.

Attached hereto as Exhibit B1 and B2 are photographs illustrating the type of sign the Village has in mind. The photograph is intended for illustrative purposes. Designs may vary. The sign shall incorporate sufficient design elements of the standard Village building identification signage. Attached as Exhibit C is a photograph of the standard Village building identification sign. Design elements include color, materials, geometric shapes etc.

Metal element of sign that is not part of LED message board shall match LED cabinet material and finish.

Final sign design will be collaboratively decided on between Village staff and the contractor and will be determined after the project is awarded.

## **ELECTRONIC MESSAGE SIGN**

- Maximum LED screen size shall be 65% of the overall square footage of the monument sign.
- LED panel shall be Watchfire XVS 16 mm or approved equal. Pricing options for 10 mm and 19 mm alternatives shall be provided.
- Screen shall provide for automatic day/night, multi-step electronic dimming with sensor.
- Screen shall maintain an ambient temperature operating range of -40F to +120 F. Electronics shall be designed to withstand 180 F.
- A minimum 5-year warranty shall apply to all sign electronics & electrical components.
- All LED's shall be 100,000 hrs. lifetime rated.
- LED video display shall be double-faced.
- Broadband cellular communications connection with affordable data plan preferred.
- Must be capable of creating, editing, and scheduling content in a cloud-based application. The display software as well as hardware requirements must be included with bid proposal.
- Password protection must be built into the display software and allow Village access for maintenance.
- LED sign manufacturer must be a UL listed
- Product literature shall be submitted for review during the bid review process
- Display shall carry a minimum of 5-year parts warranty.

## **MISCELLANEOUS**

- All Village requirements for ROW setbacks shall be observed.
- Contractor is responsible for obtaining Sign Permit from the Village of Mundelein as well as meeting any and all Village regulations and permitting requirements. The Village will waive the sign permit fee.
- Existing trees and landscaping shall be protected.
- Minor grading to be included in proposal.
- Contractor shall be responsible for locating utilities prior to site work.
- Contractor shall be responsible for coordinating delivery and storage of materials at the job site with Village.
- Three examples of previous installations shall be included with the bid for the Owner to view during the bid review process.
- Contractor to make final connections to owner supplied power source.

## **SUBMISSION REQUIREMENTS**

1. Design rendering of proposed sign design as described herein. Rendering shall be used to determine the bid award. It may not be the final design collaboratively selected by the staff and the contractor.
2. Background information on the firm including management, staffing and qualifications.
3. Similar projects.
4. References.
5. Detailed information on the Electronic Message Board to confirm that the proposed unit meets the specifications outlined herein.
6. Estimated cost of the entire project broken down according to the main components: fabrication, electronic message board, base and foundation, installation and assembly, with pricing options for a 10mm, 16mm and 19 mm message board.

**RETURN WITH BID**

PROPOSAL FOR: **VILLAGE OF MUNDELEIN POLICE DEPARTMENT MONUMENT SIGN**

It is expressly understood and agreed that the Board of the Village of Mundelein reserves the right to reject any and all proposals.

IF AN INDIVIDUAL

Name of Bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel.: (\_\_\_\_) \_\_\_\_\_

IF A PARTNERSHIP

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Longhand Signature)

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel.: (\_\_\_\_) \_\_\_\_\_

NAMES AND ADDRESSES OF ALL FIRM MEMBERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF A CORPORATION

Corporate Name: \_\_\_\_\_

A corporation in the State of \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel.: (\_\_\_\_) \_\_\_\_\_

NAMES OF OFFICERS: President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest \_\_\_\_\_

**PROPOSAL/SCHEDULE OF PRICES**

**It is expressly understood and agreed that:**

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ITEM	UNIT	QUANTITY	AMOUNT
Monument Sign w/10 mm Message Board – Design, furnish and install	LS	1	
Monument Sign w/16 mm Message Board – Design, furnish and install	LS	1	
Monument Sign w/19 mm Message Board – Design, furnish and install	LS	1	

**PRIME CONTRACTOR CERTIFICATION**

PROJECT: ***VILLAGE OF MUNDELEIN POLICE DEPARTMENT MONUMENT  
SIGN***

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The undersigned hereby certifies that said contractor complies with the following:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title

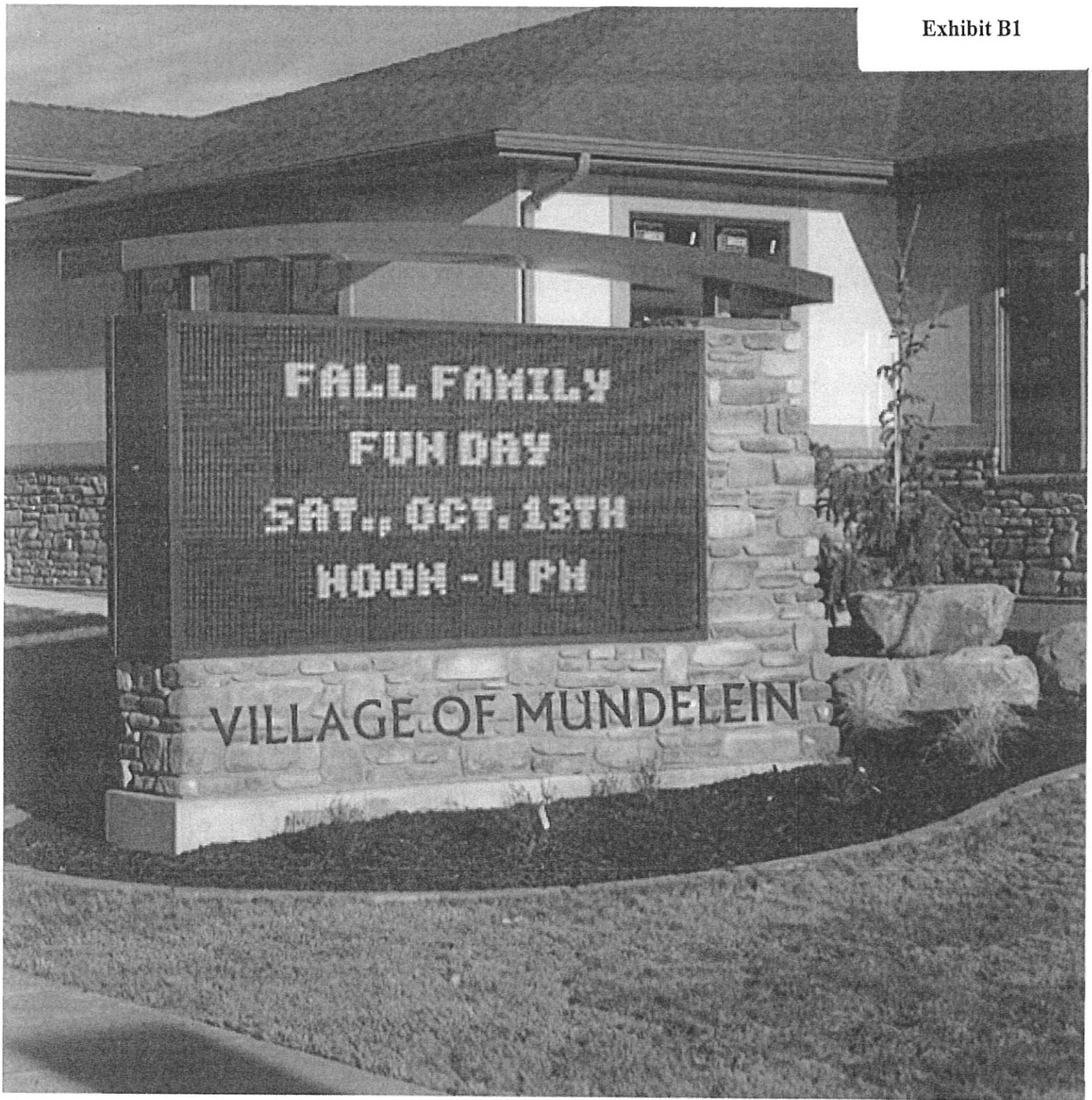
\_\_\_\_\_  
Signature

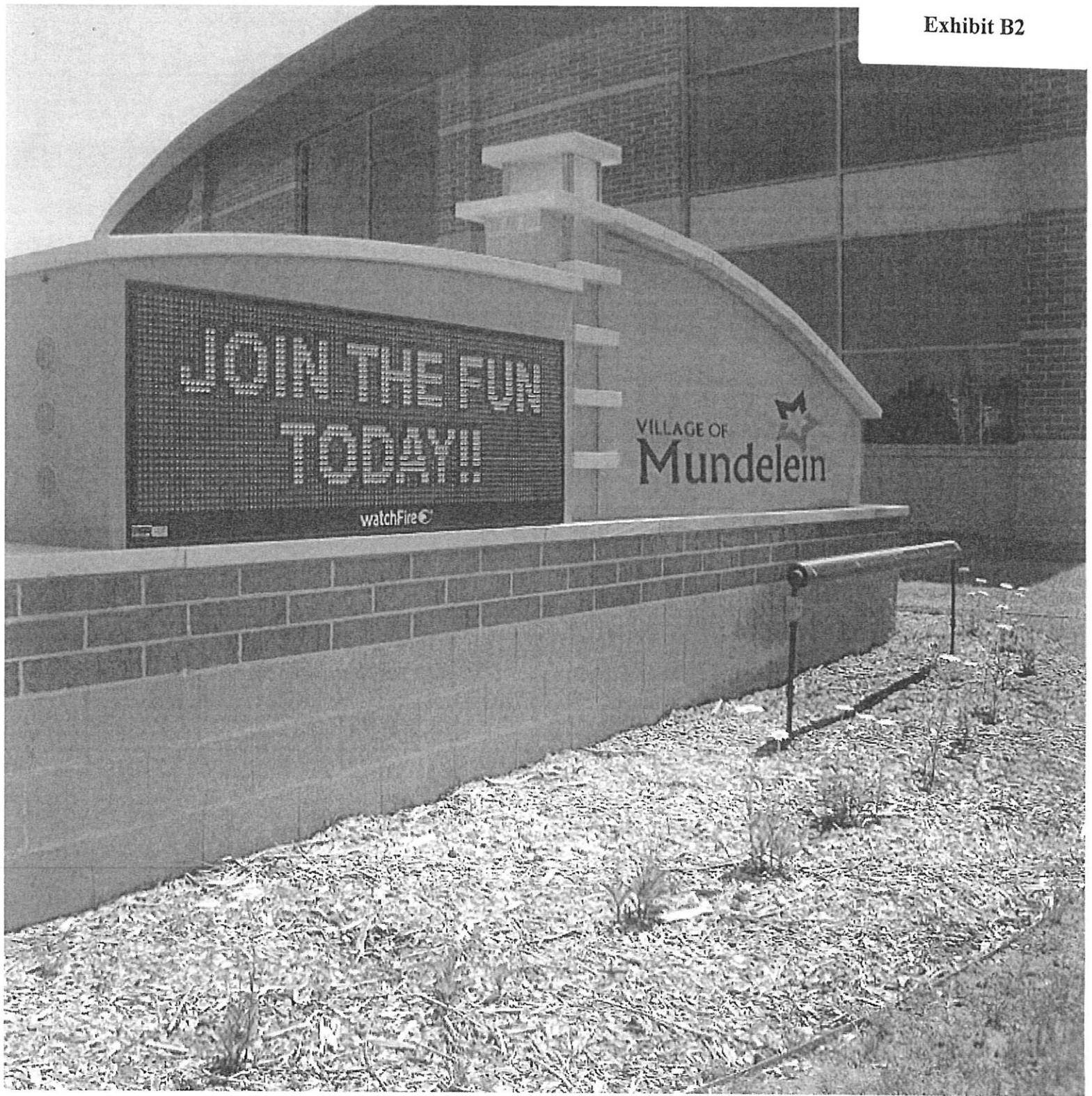
\_\_\_\_\_  
Date

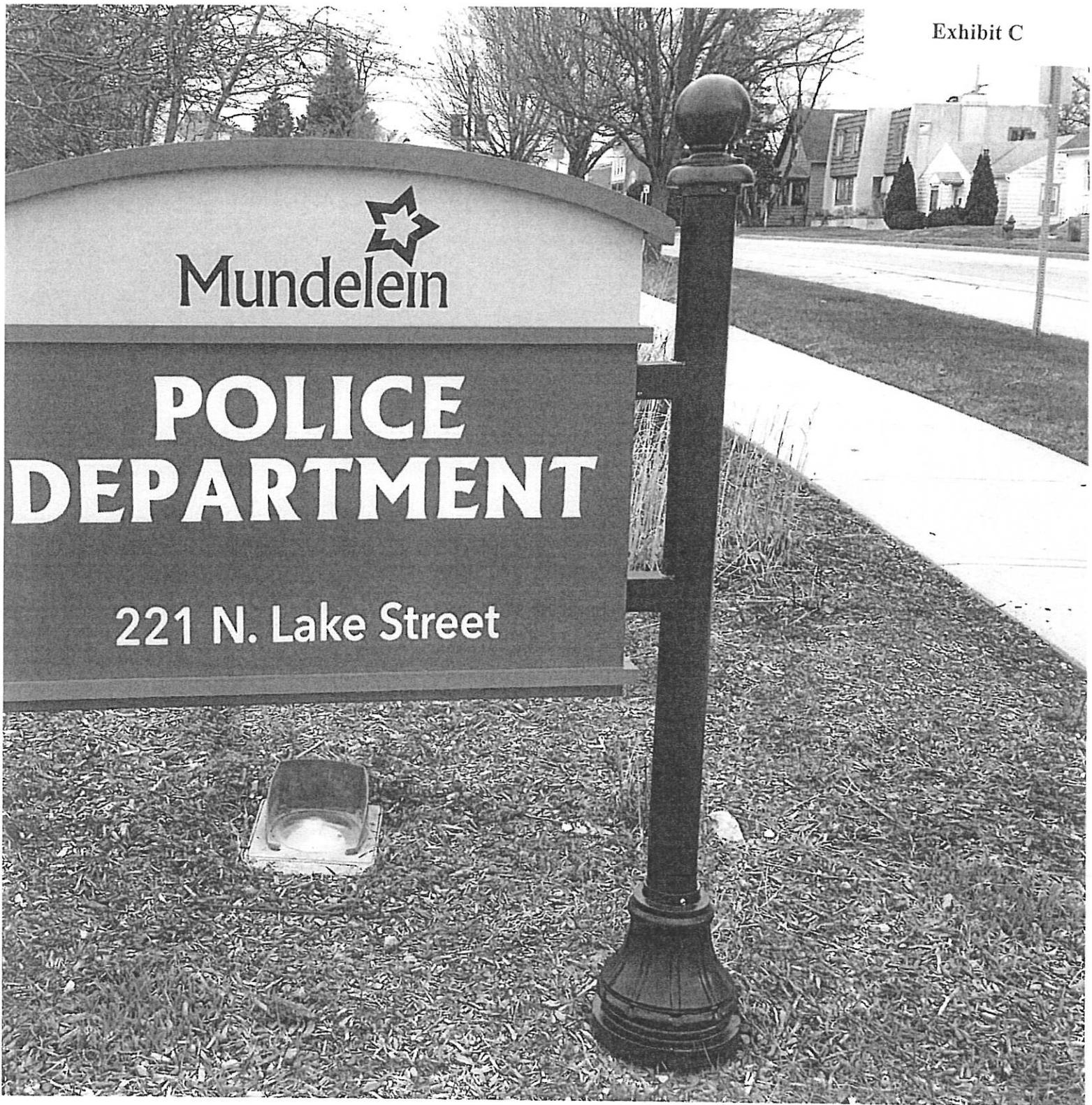
Note: A person who makes a false certification commits a Class 3 Felony.

- (1) Contractor is not barred from executing said contract as a result of a violation of ILCS ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.
- (2) Contractor is in compliance with ILCS ACT 130 PREVAILING WAGE ACT, 820 ILCS 130/0/01, as it may pertain to this Contract.
- (3) Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the contractor is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to Division 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.
- (4) Contractor is in compliance with the ILCS ACT 470 EMPLOYMENT OF ILLINOIS WORKERS PUBLIC WORKS ACT, 30 ILCS 570, as it may pertain to this Contract.









  
Mundelein

**POLICE  
DEPARTMENT**

221 N. Lake Street

