

VILLAGE OF LINCOLNSHIRE

NOTICE TO BIDDERS

SANITARY FLOW MONITORING STUDY

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. local time on February 10, 2015, at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, Illinois 60069-3035, at which time and place the bids will be publicly opened.

The Village is seeking proposals from interested and qualified professional engineering firms to perform consultant services for the development of a sanitary system flow monitoring study. Qualified Engineering firms must have an office within a 2 hour drive to the Village of Lincolnshire and have completed 5 sanitary flow monitoring projects of similar size and scope in Illinois.

Proposal specifications will be made available free of charge at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, Illinois.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Village of Lincolnshire reserves the right to defer the acceptance of a proposal for a period not to exceed 45 calendar days after the date proposals are to be received and to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the Village.

Village of Lincolnshire

Terry Hawkins
Utilities Superintendent

Village of Lincolnshire
Proposal for
Sanitary Flow Monitoring Study

TO: Mayor and Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

FROM: _____
Company

Address

City State Zip

(____) _____

Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the (Sanitary Flow Monitoring Study) for the Village of Lincolnshire, Illinois, in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

The undersigned understands that a contract to purchase the product and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as

shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work. The Contractor shall be responsible for identifying any and all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Any errors or omissions in mathematics shall inure to the benefit of the Village of Lincolnshire.

A bid may be declared unacceptable if neither a unit price nor a total price is shown.

The undersigned has received and considered in this proposal the following:

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Dated this _____ day of _____ 2015.

Respectfully submitted,

Company (Typed)

By _____
Name (Signature)

Name (Typed)

Title (Typed)

CONTRACTOR'S CERTIFICATION

_____, of _____, Illinois, as part of its bid on a contract for Sanitary Flow Monitoring Study for the Village of Lincolnshire, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

_____, having submitted a bid/proposal for Sanitary Flow Monitoring Study to the Village of Lincolnshire, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A), 1994.

I, _____ duly authorized agent for _____, having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:
2.
 - a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

By: _____
Signature

Name, printed
Authorized Agent of Contractor

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public
SEAL

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. Examination of Plans, Specifications and Site of Work: The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

2. Preparation of Proposal: The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

3. Bidder's Statement of Competency: The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (5) similar municipal projects completed within the last 5 years, and any other pertinent or material facts.

4. Delivery of Proposal: The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened. Proposals may not be submitted by email or facsimile.

5. Opening of Proposals: Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

6. Rejection of Proposals: The Village reserves the right to reject a bidder's proposal for any of the following causes:

6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.5 Proposal form is other than furnished by the Village.

6.6 Proposal is not accompanied by a proper bidder's statement of competency.

6.7 Lack of qualifications as revealed by the bidder's statement of competency.

6.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

7. Award of Contract:

7.1 Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the Village.

8. Insurance Requirements: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The contractor shall pay the premiums for such insurance in such amount and with such provisions as will protect the Village from contingent liability and a copy of such insurance policy or policies shall be delivered to the Village. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village.

The insurance shall cover:

8.1 General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars (\$2,000,000.00) for each item.

- 8.2 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00).
- 8.3 Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate.
- 8.4 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

9. Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

10. Indemnification

10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 10.

10.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. Tax Exempt: The Village of Lincolnshire is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to

claim this tax exempt status.

12. Delays and Extensions of Time: If the Contractor is delayed at any time in progress of the work by an act or neglect of the Village, or of an employee of either, or of a separate contractor employed by the Village, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Village, at its sole discretion, pending arbitration, or by other causes which the Village, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the Village may determine at its sole discretion.

13. Payment and Holdback

Payment of invoices submitted before the 15 of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

15. Subcontractor

If Contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The proposal shall include such documentation for each Sub-contractor. Prior to any work being performed by the Sub-Contractor, the Contractor shall submit all the necessary information to the Village regarding Sub-contractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project contact person; and the Village, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

16. Discrepancies

16.1 Prior to the opening of bids, requests for clarification of the plans, specifications, or contract documents shall be submitted in writing to the Village. Clarifications will be issued at the discretion of the bidder. Only clarifications provided in writing shall be relied upon when preparing bids.

16.2 Upon execution of the Contract, any discrepancies between drawings and the plans and specifications shall be subject to interpretation by the Village of Lincolnshire as Owner, in its sole discretion. The Contractor shall immediately, upon finding any discrepancy, request an interpretation from the Village. The Village shall provide a written clarification within 5 working days or the Contractor shall use best judgment.

17. Drug-free Workplace Employees are required to be drug and alcohol free at all times that they are in the workplace. This means that no measurable amount of abuse drug or alcoholic beverage shall be present in the employee's system while on the job, either during the regularly scheduled workday or any overtime or emergency response. Employees must realize that many

legal and illegal drugs used for recreational purposes may remain in the system for several days, and that residual amounts of legal and illegal drugs discovered in the system are included in this policy.

18. Smoke-free Workplace No smoking is allowed on the premises of any buildings in the Village of Lincolnshire.

PREVAILING WAGE ACT NOTIFICATION TO CONTRACTORS

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefor.

SANITARY FLOW MONITORING STUDY
CONTRACT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village", and, _____, of _____ (address) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the Sanitary Flow Monitoring Study, in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Plans and Specifications, and Schedule of Unit Prices all of which are made a part hereof and herein called "Contract Documents."
2. All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for Sanitary Flow Monitoring Study, and Supplemental Special Provisions of this contract, form part and partial this contract as if they were fully set forth herein.
3. The owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.
4. This agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Attest:

By _____
Signature
Barbara Mastandrea, Village Clerk

Attest:

Signature

Printed Name and Title

Village of Lincolnshire:

By _____
Signature
Brett Blomberg, Mayor

(Contractor)

Signature

Printed Name and Title

REQUEST FOR SEALED PROPOSAL (RFP)
PROFESSIONAL SERVICES FOR SANITARY FLOW MONITORING STUDY

Village of Lincolnshire
Lincolnshire, Illinois
January 22, 2015

The Village of Lincolnshire is seeking proposals from interested and qualified engineering firms to perform consultant services for the development of a sanitary flow monitoring study of the Village's sanitary collection system.

General Information

The Village of Lincolnshire is located in Lake County approximately 34 miles from downtown Chicago, Illinois. The Village covers an area of approximately 4.59 square miles. The 2010 Census reported the Village's population as 7,275.

Sanitary Collection System

The sanitary sewer system consists of approximately 50 miles of sanitary mains ranging in size from 4 to 24 inches in diameter; 7 duplex lift stations; 1 primary collection lift station and appurtenances.

Sanitary water collected from the system leaves the Village from two sources. The primary discharge of flow is pumped from the primary collection lift station to an interceptor located at Aptakisic Road and Milwaukee Avenue. The remaining flow is diverted to the Village of Riverwoods. Both sources of water are collected by Lake County Public Works sanitary sewer interceptors.

Project Description

The Village of Lincolnshire is seeking a qualified firm to provide a sanitary sewer infiltration and inflow study of its sanitary system, inclusive of all pipes and lift station facilities.

The Village shall supply the selected consultant with electronic copies of its GIS data that will include components of the sanitary sewer system and topographical information. Additionally, Supervisory Control and Data Acquisition (SCADA) information regarding lift station discharge flows shall be supplied if necessary. The consultant shall implement necessary investigations and field work to obtain data needed for developing the study.

The consultant shall evaluate the sanitary sewer system and divide the system into eight (8) metering basins, install flow meters and acquire data for a ten (10) week period of time. The final product will be a report detailing the results of the study, recommendations, and conclusions regarding the Village's sanitary sewer collection system.

Project Report

The Consultant shall prepare and submit to the Village a detailed report which documents the following categories:

Project Description
Project Approach
Project Data Analysis
Project Recommendations
Project Conclusions

Prepare and submit three (3) paper copies and one (1) PDF of the final report with relevant tables, graphs, and maps identifying meter locations and severe I/I areas.

Scope of Services/Tasks

The following services/tasks shall be provided:

1. Review existing Village data including existing GIS files and collect data required for the project.
2. Consult with Village staff to clarify questionable issues
3. Divide the sanitary sewer collection system into (8) metering basins and perform manhole inspections of the chosen meter locations
4. Provide, install, calibrate, and remove eight (8) in-line dual depth and velocity flow meters into previously approved site locations.
5. All metering equipment must be of the same manufacturer and model and provide at least 5 minute recording intervals
6. Consultant shall guarantee at least 95% of data captured which must accurately represent flow after quality assurance and approved corrections, if required. Should the data captured that accurately represents flow be less than 90% after the duration of acquisition the consultant shall extend the monitoring period at no additional costs incurred to this contract
7. At minimum flow meters shall be calibrated and verified three (3) times. Once upon installation, after 5 weeks of operation and verified before removal
8. Maintenance logs shall be included in the report for each meter outlining calibration time, dates, measurements and adjustments
9. The Contractor shall be responsible for the installation, maintenance, and removal of adequate signs, traffic control devices, and warning devices necessary in order to maintain the flow meters
10. Provide required confined space permit reports
11. If necessary perform field inspections to address any maintenance issues, and to insure proper operation of the equipment to eliminate data loss
12. Data acquired shall be corrected and adjusted according to field calibrations
13. Obtain and incorporate data readings from Lake County Public Works billing meter (LC-01)
14. Provide necessary graphs for each meter basin and determine peak factor durations for each basin
15. Analyze data to determine average daily dry weather flow rates, wet weather flow rates, peak I/I rates; capacity analysis and surcharging assessment. Provide recommendations for reducing excess flow and incorporate and reference rain fall data in the analysis

Proposal

To be responsive, a proposal must include the following information:

1. A discussion of the professional approach which the firm will use to complete the project.
2. Project schedule incorporating each segment of the project till conclusion.
3. Description of the firm, including size, location, history, etc., and experience relevant to the current project.
4. Resumes of all staff members who would be assigned to the project.
5. A list of five (5) municipal clients with contact persons and phone numbers for whom the firm has performed similar work during the last five (5) years.
6. Must have an office within a 2 hour drive to the Village of Lincolnshire.
7. The firm's fee schedule. The schedule should itemize the fees to the greatest extent possible (detailed cost breakdowns in terms of hours, hourly rates, direct costs, etc.). All costs for which the Village would be charged should be specified.
8. A “not to exceed” price for total project completion must be provided.
9. Submit 3 paper copies

Selection Process

The Village of Lincolnshire will review and evaluate all proposals submitted. The Village may request an interview with the final list of bidders for this proposal. The purpose of the interview will be to review each firm’s approach and ability to perform services included in this proposal.

The Village will select the company which, based on the ability to meet the criteria, appears to be the most advantageous selection for the Village based on content; approach; experience; proposed schedule; and subsequently recommends contract award. From these evaluation factors the Utilities Superintendent will recommend a firm's selection to the Village Board which will make the contract award. All information provided in the sections above and if necessary in-person interviews will be considered by the Village in its selection process.

Terms and Conditions

1. The Village reserves the right to request clarification of information contained in proposals and to request additional information from any proposing firm
2. All information and documents produced as a result of any service or project undertaken on behalf of the Village of Lincolnshire shall become the property of the Village.
3. The contracted firm shall not assign any interest in the contract and shall not transfer any interest without the prior written consent of the Village.
4. No report, information, or data given to or prepared by the contracted firm shall be made available to any individual or organization without the prior written approval of the Village.

Instructions to Proposers

Proposals must be received no later than 10:00 a.m. on February 10, 2015. Proposals must be clearly labeled “Sanitary Flow Monitoring Study”. Three (3) copies must be submitted to:

Village of Lincolnshire
One Olde Half Day Road,
Lincolnshire, IL 60069-3035

Questions or requests for clarifications shall be submitted no later than February 06, 2015 at 3:00 p.m. All requests shall be submitted to Terry Hawkins, Utilities Superintendent at (847) 913-2383 or <mailto:thawkins@lincolnshireil.gov>.

Proposed Calendar

Request for Proposal	1/22/2015
Proposals Due	2/10/2015 @ 10:00 am
Review of Proposals	2/13/2014
Recommendation to Village Board	2/23/2015
Village Board Final Approval	3/09/2015