# CITY OF GALESBURG



PURCHASING 55 W Tompkins St Galesburg, IL 61401 Phone: (309) 345-3678

## **INVITATION FOR BIDS**

For the complete installation of Fiber and hand holes in designated areas From the Bickerdyke Bridge to the Hawthorne Centre Complex for the City of Galesburg, Illinois

### Instructions to Bidders

- 1. An advertisement for sealed bids on the above was published in the Galesburg Register-Mail on August 26, 2017. As stated in such notice, bids will be received until 11:00 a.m., local time, September 08, 2017, and, at that time, publicly opened and read aloud in the Basement Conference Room, located in City Hall. Bids received after 11:00 a.m. will be rejected.
- 2. The person, firm or corporation making a bid shall submit it in a sealed envelope to the Purchasing Agent or his duly designated representative on or before the hour and the day stated above. The notation "Bid on fiber for Hawthorne Centre" shall appear on the outside of the sealed envelope and shall include the name of the bidder. Bidder shall also clearly mark on the outside of the envelope: company name and address.
- 3. The bidder shall insert the cost, and supply all the information, as indicated on the Bid Form. The cost inserted shall be net and shall be the full cost for the work specified, including all factors whatsoever. No permits shall be waived or paid for by the City of Galesburg.
- 4. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
- 5. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.
- 6. All bids shall be accompanied by a Bid Bond, Bank Cashier's Check, Certified Check or Bank Draft, payable to the City Treasurer of Galesburg for not less than five (5%) percent of the

amount of each bid. The successful bidder shall be required to enter into a Performance Bond in a sum equal to the amount of his bid, and a Labor and Material Payment Bond.

- 7. Should the successful bidder fail to submit the required bonds, or enter into a contract with the City within fifteen (15) days after notification of award, said bidder will forfeit his check or bond to the City, not as a penalty, but as liquidated damages.
- 8. Insurance coverage shall be carried by the successful bidder per the attached Special Provisions sheet for Contractor's Insurance.
- 9. TERMINATION FOR BREACH: In the event that any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of the intention to terminate such contract, such notice to contain the reasons for such termination intention, and unless within ten (10) days after serving of such notice upon the Contractor such violations shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby.
- 10. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing and agreed to by the Purchasing Agent.
- 11. The City of Galesburg reserves the right to reject any and all bids and to waive any informalities or technicalities in the bidding. Any bid submitted will be binding for (60) sixty days after the date of the bid opening.
- 12. Successful bidder to whom an award shall be made pursuant to this procurement shall be subject to all applicable Federal and State laws and regulations, including but not limited to the Illinois acts commonly knows as the Illinois Prevailing Wage Act (820 ILCS 130) and the Illinois Preference Act (30 ILCS 570). Submission of certified payroll reports will be required for this work. Applicable wage rates may be found at www.state.il.us/agency/idol/rates/rates.HTM
- 13. The City has adopted an "Equal Employment Opportunity Clause", which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Galesburg, Illinois.
- 14. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed bids must be accompanied by a properly prepared Certificate of Compliance form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.

- 15. Bidder certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of the bid shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that vendor.
- 16. Public Act 95-0635 requires that before any contractor o subcontractor begins work on ANY public works project that requires prevailing wages, they must have a written Substance Abuse Prevention Program on file with the contracting agency (City); or have a collective bargaining agreement in effect dealing with the subject matter.
- 17. All general bidding information, bid forms, conditions of the contract, and the form of agreement, between the City and the Contractor, shall be approved by Purchasing prior to advertising of public notice of the project.
- 18. The successful bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract to be signed or its rights, title or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by the City of Galesburg.
- 19. Bid must show the number of days required to complete services under normal conditions. Bids should also indicate an estimated start date and completion date.
- 20. The City requires that vendors be paid through ACH (automatic clearing house). The awarded vendor will be required to provide the City with applicable banking information for proper payment. An ACH form is attached to this document for vendor review.
- 21. These instructions are to be considered an integral part of any bid.

Dated: August 26, 2017

Kraig Boynton Purchasing Agent



City of Galesburg Operating Under Council – Manager Government Since 1957

### Specifications for the complete installation of fiber and hand holes for the Hawthorne Centre fiber project for the City of Galesburg, Illinois

The City of Galesburg is requesting bids from qualified firms for the installation of fiber and hand holes to complete a fiber project from Bickerdyke Bridge to the Hawthorne Centre.

### Base Bid:

Install seventy-two count single mode fiber from the South side of Bickerdyke Bridge to the Hawthorne water tower. Install 1.25" conduit wherever described below. All installed single mode fiber must either be armored or contain a trace wire. All splicing and testing of the newly installed fiber will be accomplished by City of Galesburg personnel. Before the project can be completed "as built" drawings must be provided to the City.

- 1) Install hand hole on south side of Bickerdyke Bridge (See Image 1.jpg Bickerdyke hand hole)
  - a) There is currently and existing hand hold on the south side of Bickerdyke Bridge with fiber back to City Hall (will have to be located). Connect existing and new Bickerdyke hand hole and originate new fiber from Bickerdyke hand hole through existing hand hole and across existing conduit running across the bridge. We want everything to connect in the new hand hole.
- 2) Install hand hole on North East corner of Seminary and Walsh Street (See Image 2.jpg Hand hole 1)
  - a) Connect conduit between Existing hand hole and Hand hole 1
- 3) Bore 1.25" conduit from the hand hole 1 on the corner of N. Seminary St. and Walsh to the Hawthorne water tower (Hand Hole 5). (Red Segment on map)
  - a) Approximate distance is 3,300' (See Image 3.jpg)
- 4) Install hand hole 2, hand hole 3, hand hole 4, and hand hole 5 at designated areas on the map.
  - a) Hand hole 5 may ultimately turn out to be and exterior box mounted on or in the water tower
  - b) This location may also require a hand hole and an exterior box
  - c) The area around the tower is secured with a fence

- 5) Install seventy-two count single mode fiber in existing conduit from the south side of Bickerdyke Bridge to hand hole 1 at N.Seminary and Walsh (approx. 7,300'). Then install fiber from hand hole 1 to hand hole 5. (approx. 3,300') (See Image 4.jpg)
  - a) Conduit and hand holes on Seminary St. from the south end of Bickerdyke Bridge to hand hole 1 will be completed by the Seminary St. road project and should be ready for fiber by the end of August, 2017.
  - b) Once on the North side of Bickerdyke Bridge the conduit goes to the east side of the road. There are seven hand holes and approx. 3,600' of 2" conduit to Fremont Street. There will need to be at least 50' of slack in each hand hole. (See Image 5.jpg)
  - c) The cable run between Fremont St. and Walsh is 4" PVC and is approx. 2,600' with six hand holes. We will need approx. 50' of slack in each hand hole. (See Image 5.jpg)
  - d) This work will be coordinated with City of Galesburg personnel

Add-On Segments (In order of Importance) (Yellow segments on maps) (See Image 3.jpg) All single mode fiber bid as part of the secondary yellow segments on the map will be twelve count fiber. All conduit will be in 1.25" conduit. Armored cable or trace wire and "as built drawings" are also required for each of the following possible additions. 50' of slack required in each hand hole.

### Add-On Segment One:

- 1) Install fiber segment to Fire Training center (hand hole 5 in to FTC building)
  - a) Approximate distance 175' (See Image 3.jpg)

### Add-On Segment Two:

- 2) Install fiber segment to Hawthorne Gym (FTC building to hand hole 8 to Hawthorne Gym) (See Image 3.jpg)
  - a) Installation of hand hole 8 will give us the option to go out to the ball fields in the future

### Add-On Segment Three:

- 3) Install fiber segment from Hawthorne fiber (hand hole 3) to PSB tower (install hand hole 6) (See Image 3.jpg)
  - a) Approximate distance is 750'

### Add-On Segment Four.

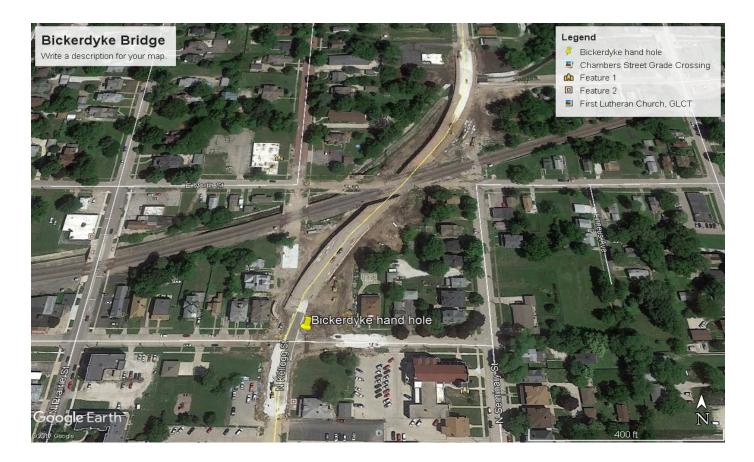
- 4) Install fiber segment from Hawthorne fiber (hand hold 4) to WIPTU (Western Illinois Police Training Unit) by installing hand hole 7 and entering into the building. (See Image 3.jpg)
  - a) Total approximate distance is 550'

A lump sum price shall be provided for the base bid. Lump sum pricing is to be provided for each of the addons. Add-on segments will be selected for approval as funding allows.

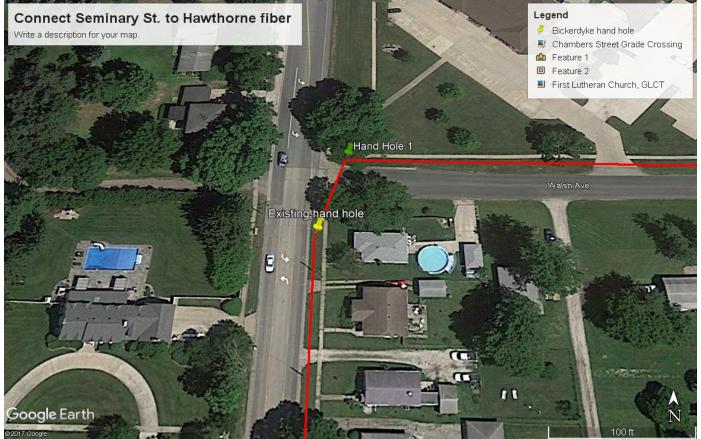
All questions and site visits should be coordinated through Orlee Lucero at 309-345-3676 or via E-mail <u>olucero@ci.galesburg.il.us</u>.

All work must be scheduled to begin by mid-October and completed by December 31, 2017. It is the intent that this project would go to the City Council for approval September 18, 2017.

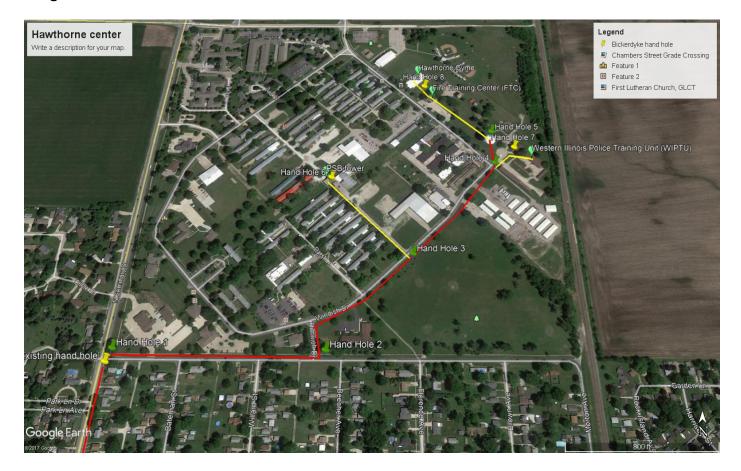
### Image 1



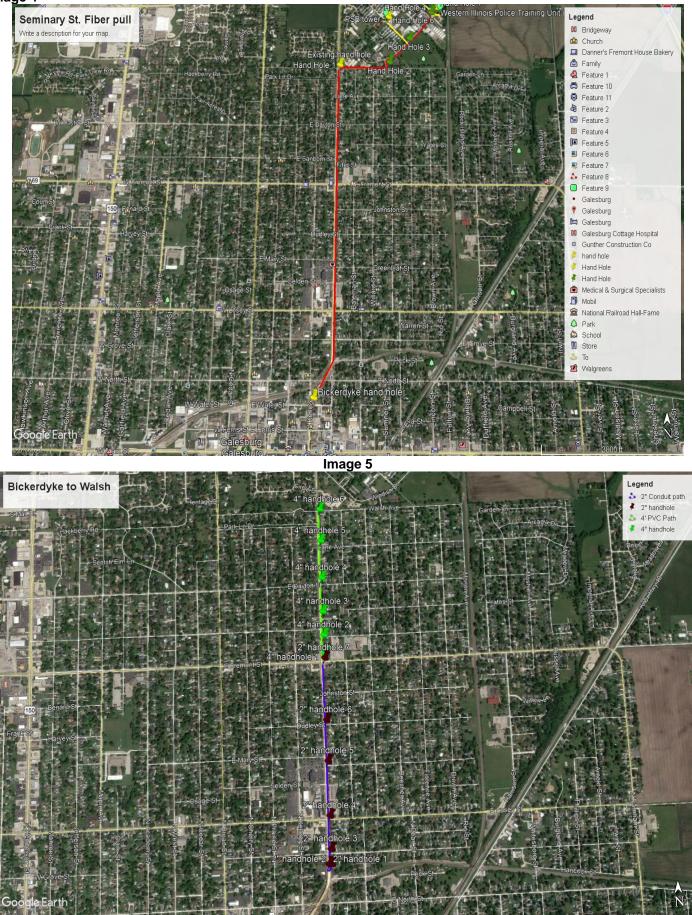
#### Image 2



### Image 3



#### Image 4



# CITY OF GALESBURG



PURCHASING 55 West Tompkins Street Galesburg, IL 61401 Phone: 309/345-3678

## **BID FORM**

Name of Bidder		
Business Address		
Phone No.	Fax No	
E-Mail Address:		

The Bidder above mentioned declares and certifies:

- First That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose; and, is in all respects, fair and without collusion or fraud.
- Second That no officer, employee or person whose salary is payable in whole or in part from the City of Galesburg is directly or indirectly interested in this bid or in any portion of the profits thereof.
- Third That said bidder has carefully examined the Instructions to Bidders and the Specifications: and will, if successful in this bid, furnish and deliver at the prices bid within the time stated, the goods or services for which this bid is made.
- Fourth That the prices quoted herein are net and exclusive of all taxes from which the City of Galesburg is exempt.

Fifth - That the cost of the goods or services which meets the requirements as set forth in the Instruction to Bidders and the Specifications aforementioned is:

The total cost to complete the work listed in the specifications will be:

Segment	Cost (in lump sum per segment)
Base Bid (as listed)	\$
Add- On Segment 1 (as listed)	\$
Add- On Segment 2 (as listed)	\$
Add- On Segment 3 (as listed)	\$
Add- On Segment 4 (as listed)	\$
Total Bid if Base and All Add-On's Approved:	\$

Anticipated Start Date: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Note: It is intended that this bid will go before the City Council for approval on September 18, 2017. No work would be able to begin until applicable contracts and bonds are in place after approval of contract.

Sixth - That said bidder has executed the Certificate of Compliance, and has submitted herewith.

Date

Person, Firm, or Corporation

Authorized signature and title

Printed Name of Individual

#### SPECIAL PROVISIONS

#### PREVAILING RATE:

Not less than the Prevailing Rate of Wages as found by the City of Galesburg, or the Department of Labor, or determined by the Court of Review, shall be paid to all Laborers, Workmen and Mechanics performing work under this contract.

#### **CERTIFIED PAYROLLS:**

All work is subject to the Davis-Bacon Act and all prevailing wage laws. The contractor and all subcontractors shall submit certified copies of his payroll weekly for all work undertaken on the project. Failure to keep current on submittal of payrolls shall be cause to withhold payment for completed work.

#### PROOF OF INSURANCE:

The contractor shall carry insurance as required by the Insurance Provisions. Proof of insurance coverages shall be submitted to the City and shall be kept in force until all work to be performed under the terms of the contract has been accepted. Applicable deck sheet shall be provided listing the City of Galesburg as an additional insured.

#### RETURN WITH BID TO THE CITY OF GALESBURG, ILLINOIS CERTIFICATE OF COMPLIANCE

EMPLOY- MENT	SUPER- VISORY	SALES	OFFICE	SKILLED	SEMI- SKILLED	NON- SKILLED
WHITE						
BLACK						
OTHER						
MALE						
FEMALE						

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. THE CONTRACTOR OF COMPANY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAPPING CONDITION UNRELATED TO ABILITY TO PERFORM THE JOB; AND, WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, SEX, AGE, HANDICAP OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR OR COMPANY AGREES TO POST, IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

2. THE CONTRACTOR OR COMPANY WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES OR ON THEIR BEHALF, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, SEX, AGE, HANDICAPPING CONDITION UNRELATED TO ABILITY OR NATIONAL ORIGIN. THE SAME SHALL HOLD TRUE WHEN RECRUITMENT SOURCES ARE USED TO SECURE APPLICANTS.

3. THE CONTRACTOR OR COMPANY AGREES TO NOTIFY ALL OF ITS SUBCONTRACTORS OF THEIR OBLIGATION TO COMPLY WITH THE NON-DISCRIMINATION POLICY.

4. In the event of the Contractor's or Company's non-compliance with the non-discrimination clauses of the Contract or Purchase or

with any of such rules, regulations or orders, the CONTRACT OR Purchase may be cancelled, terminated or suspended in whole or in

part and the Contractor or Company may be declared ineligible for further City Contracts or Purchases in accordance with the

Affirmative Action Program adopted by the Galesburg City Council at their meeting on August 6, 1990.

Ву: \_\_\_\_\_

BIDDER

#### RETURN WITH BID CITY OF GALESBURG MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and Sworn to Before me this \_\_\_\_\_, 20\_\_\_\_\_

Person, Firm, or Corporation

Notary Public

#### THIS FORM IS BASED ON IRS REQUIRMENTS FOR THE SAME ESSENTIAL INFORMATION AS A W-9

RETURN TO: CITY OF GALESBURG ATTN: A/P 55 W TOMPKINS ST GALESBURG, IL 61401 OR FAX TO: 309-343-4765

The following information is needed to complete your vendor file and to comply with IRS requirements. Please fill out this form as completely as possible to ensure proper payment to you. Please return completed form as soon as possible to The City of Galesburg at the above address or fax number. Please call 309-345-3674 with any questions.

BUSINESS NAME:			
INDIVIDUAL NAME:	l Security Cord)		
(for Sole Proprietors as appears on Social BUSINESS ADDRESS:	a Security Card)		
CITY, STATE, ZIP:			
YOUR TAXPAYER I	IDENTIFICATION NUMB (FEIN or business tax ID.		
OR. YOUR SOCI	AL SECURITY NUMBER	).	
	If using SSN, enter the na		ove as Individual Name.)
PLEASE CHECK APPROPRIATE			
PLEASE CHECK APPROPRIATE	E BUX.		
Individual/Sole Proprietor	rporation Partnership	Other	
YOUR COMPANY PROVIDES:			
Legal Services	rvices Materials	Other	
ARE YOU SUBJECT TO BACKU		No	
PERSON TO CONTACT:			
PHONE NUMBER:			
UNDER PENALIT OF PERJURT, IN	CERTIFY THAT THE INFO		IDED ABOVE IS CORRECT AND COMPLETE.
Signature			Date
Title			
FOR OFFICE USE ONLY			
ENTERED INTO SYSTEM	VENDOR	NUMBER:	



The City of Galesburg will no longer be issuing checks for vendor payments. The City will pay vendors through ACH by automatically depositing payments to a bank checking/savings account (once a month) or payment to vendors can be made by credit card at the time of purchase.

In order to process your next payment, please fill out the following information and provide a copy of a void check. Please mail to City of Galesburg, Accounts Payable, P.O. Box 1589, Galesburg, IL 61402-1589 or fax the completed form and a void check, if the funds are being deposited to a **checking** account, to the fax number listed below.

/endor Name:
Address:
City, State, Zip Code:
Phone Number:
Email Address:
Bank Name:
Checking/Savings Acct Number: Please indicate type of account by circling Checking or Savings)
Bank Routing Number:
ignature:

Payment information will be e-mailed to you approximately 2 days prior to the funds being credited to your bank account. If you have any questions, please contact me.

Sharon L. Heiden Accounts Payable City of Galesburg 309/345-3674 309/343-4765 fax