



NOTICE TO BIDDERS  
AND SPECIFICATIONS FOR

**Wilmette Park District  
Aegis and Auquastar Drain Covers**

BID OPENING:            Monday, February 5, 2024 at 9:00 AM

Owner:     Wilmette Park District  
              3555 Lake Ave  
              Wilmette, IL 60091  
              (847) 256-9639

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**INVITATION TO BID  
AEGIS AND AQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

The Wilmette Park District is seeking sealed bids for the purchase of Aegis and Aquastar drain covers. The scope of work includes 12 Aegis drain covers and 2 Aquastar drain covers, as well as the warranty and delivery of the products as described within the specifications.

Bids are due at or before 9:00 AM on Monday, February 5, 2024 via mail or drop-off, at which time they will be publicly opened and read aloud.

All bids must be submitted on the proposal forms included in the bid documents and included all specification and warranty sheets.

All contracts for work herein are subject to the provisions of all Wilmette Park District regulations, and providing for the payment of Cook County's prevailing rate of wages to all related laborers, workers, and mechanics involved in the project.

All bids will remain firm for 30 days after the bid opening. The Wilmette Park District reserves the right to reject any or all bid proposals or to accept any bid proposal, which in its judgment, will be in the best interest of the public or to waive any informalities in bidding. Only bid proposals in compliance with the provisions of the Contract Documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of thirty (30) days after the bid date opening.

**INSTRUCTIONS TO BIDDERS  
AEGIS AND AUQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

For the purpose of these specifications, "Owner" or "District" shall refer to the Wilmette Park District, and "Vendor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the Contract Documents.

**1. BID OPENING**

**Paper bids must be received by 9:00am Monday, February 5, 2024 at 3000 Glenview Rd, Wilmette, Illinois, 60091.** Bids received after this time will not be accepted nor opened. Bidder is solely responsible for delivery of their bid. Bids will be opened publicly immediately after the specified closing time.

**3. BIDDER EXPERIENCE**

**The Vendor bidding the project shall be actively engaged in work of the nature described in the plans and specifications, must have a minimum of three (3) years experience in the sales of pool equipment.** The Vendor shall submit with the bid proposal no less than three (3) references for which the Vendor has completed work similar to that described in the plans and specifications.

**4. BID FORM PREPARATION**

**All blanks on the Bid Form must be completed by legibly printing or typing in ink.** In signing this bid, Bidder certifies their bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any other advantage over any other Bidder or over Owner. All names must be typed or printed in ink below the signature. Bids by corporations must be executed in the corporate name by the president or a vice-president (or by other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids shall be submitted using the enclosed Bid Form (including any required exhibits) and the bid security (if required).

**5. MODIFICATION/WITHDRAWAL OF BID**

**Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted only prior to the opening of Bids.**

The Vendor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (IL Revised Statutes Ch.38, Par.33E-1, et seq.).

## **6. RESERVED RIGHTS**

**Wilmette Park District reserves the right to accept or reject any or all bids, in whole or in part, to combine or separate any section of work, to add or delete items in the bid or to waive any informality or technicality in any bid in the interest of the District.** If the District finds reason to disqualify or reject the apparent low Bidder, the District reserves the right to award the Contract to the next lowest responsible Bidder, or to rebid the entire Project, or to cancel the Project. All bids will remain subject to acceptance for 90 calendar days after the day of the bid opening, but the District may, in its sole discretion, release any bid and return the bid security prior to that date. The Wilmette Park District will not be liable in any way for any costs incurred by respondents in replying to this bid.

## **7. DISCRETIONARY TERMINATION**

**The District, at its sole discretion, reserves the right to terminate this Contract or any part hereof at any time the District determines it necessary.** Upon notification by the District of such termination, Vendor shall immediately stop all Work hereunder, and shall immediately cause any of its subcontractors to cease such Work. Vendor shall be paid a percentage of the contract price reflecting the percentage of the Work performed prior to the notice of termination. For contracts awarded based on unit prices, the Vendor will be paid based on the number of units consumed or incorporated into the work prior to the notice of termination. For other contracts, the Park District shall exercise reasonable discretion to measure the percentage progress of the work completed. Vendor shall not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by Vendor's subcontractors which Vendor could reasonably have avoided. The Wilmette Park District shall be the sole judge as to the acceptability or quality of material bid.

## **8. TERMINATION FOR CAUSE**

**The District may also terminate this Contract or any part hereof for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of the Contract.** Damage to Owner's or neighboring properties, failure to complete services or providing services which do not conform to this Contract, and failure to provide the District, upon request, reasonable assurances of future performance, shall be reasons allowing the District to terminate this Contract for cause. In the event of termination for cause, the District shall not be liable to Vendor, for any amount, and Vendor shall be liable to the District for any and all damages, sustained by reason of the default which gave rise to the termination, including, but not limited to, all remedies available under the Illinois Uniform Commercial Code.

**GENERAL CONDITIONS  
AEGIS AND AUQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

**1. PROPOSAL FORM**

Bidders shall submit the proposal form provided VIA MAIL or DROP-OFF.

Project **AEGIS AND AUQUASTAR DRAIN COVERS** shall be received at or before 9:00 AM on February 5, 2024 at which time they will be opened and read publicly.

**2. ACCEPTANCE OR REJECTION OF BID**

The Wilmette Park District will accept or reject bids within thirty (30) days after analysis of the proposals, and reserves the right to accept or reject any or all bids, to combine or separate any section of work, or to add or delete items in the bid if it is in the best interest of the District.

**3. BIDDER EXPERIENCE**

The Vendor bidding the project shall be actively engaged in work of the nature described in the plans and specifications including a minimum of three (3) years experience in the sales of pool equipment.

**4. EXAMINATION OF SPECIFICATIONS**

Before submitting a proposal, bidders shall carefully examine the specifications. By submitting a bid, the bidder warrants that he / she has examined the specifications, and that where the specifications require that a given result be produced, the specifications are adequate and the required result can be produced using the specifications.

**5. FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS**

In the event the Vendor or does not comply with any provision of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Vendor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Vendor agrees to the following:

- A. Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Vendor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. Solicitation or advertisements for employees placed by or on behalf of Vendor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

**6. EMPLOYMENT OF ILLINOIS WORKERS**

The Wilmette Park District is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act, Illinois Revised Statutes, Chapter 48; Paragraph 2201, et seq. Vendor shall comply at all times with provisions of the Act. Failure of Vendor to comply with the Act, and any rules or regulations promulgated by the State of Illinois with regard to the Act will result in the cancellation of the Contract. Vendor expressly waives any right for recovering damages due to Contract cancellation. Vendor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

**7. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

The Vendor shall not discriminate on the basis of disability and shall comply with pertinent sections of the Americans with Disabilities Act.

**8. SCHEDULE OF WORK**

The Vendor shall provide the products by the preferred delivery date of April 1, 2024. Please provide anticipated delivery date in the bid proposal.

**9. GUARANTEE**

The standard warranty for the products shall apply. Written warranty information must be included with bid submittal. Except as otherwise specified, the Vendor shall guarantee all workmanship and materials for a period of one (1) year from date of final acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document, shall relieve the Vendor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Vendor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Vendor for the indicated period, the Vendor shall so inform the Owner in writing prior to submitting a bid. Otherwise, the Vendor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

**GENERAL CONDITIONS  
AEGIS AND AUQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

**1. TERMS**

"Owner" shall refer to the Wilmette Park District. "Vendor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. "Owner's Representative" shall refer to a designated employee or employees of the Wilmette Park District. Matt Marubio, Building Services Foreperson, has been designated the Owner's Representative.

**2. LAWS AND PERMITS:**

Vendor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Vendor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Vendor and shall in no way extend to or expose the Owner to liability. Vendor shall perform all work and use only those materials conforming to city, county, state and federal codes regarding health, safety and welfare. The Owner shall not be held responsible for failure of work or materials that do not conform to codes. Prior to beginning the work, Vendor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work.

**3. ERRORS AND DISCREPANCIES**

If the Vendor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify the Owner immediately. The Owner's Representative shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Vendor's risk. The Owner reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not show on the Contract plans when necessary.

**4. SUBCONTRACTORS AND SUPPLIERS**

Vendor shall provide a list of subcontractors and suppliers to the Owner's Representative for approval prior to commencing the work. When any subcontractor or supplier fails to perform the work in accordance with the Contract, Vendor shall terminate such subcontractor or supplier upon written notice by the Owner. Vendor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Vendor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Vendor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

**5. ALTERATIONS, EXTENSIONS AND DEDUCTIONS:**

The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

Alterations, extensions and deductions shall be authorized by a written change order issued by the Owner and signed by Vendor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

In the case of work specified by the Owner to be completed by the Vendor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Unit Prices in the bid proposal, the Vendor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract



price more than thirty-five percent (35%).

## **6. LABOR, EQUIPMENT AND METHODS**

Vendor shall at all times employ sufficient labor and equipment for prosecuting the work in the manner and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work. Vendor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Owner's Representative.

The specified methods and equipment shall be used in the prosecution of the work unless otherwise authorized by Owner's Representative. Vendor may make a written request to Owner's Representative to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods, equipment and an explanation of the reasons for the substitution. When Owner's Representative authorizes trial use of the substitution, Vendor shall be responsible for producing the work in conformance with the Contract. If Owner's Representative determines that the trial method or equipment does not conform to the Contract requirements, Vendor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Vendor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner's Representative. No increase will be made in payment or in contract time as a result of authorizing a change in methods or equipment under these provisions.

## **7. SUBMITTALS**

Vendor shall submit to Owner's Representative the required product data sheets, warranty information and all other required submittals per the specifications concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Vendor at no cost to the Owner.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment or work having a well-known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by Architects, Engineers and Tradesmen.

## **8. COMPLETION DATE**

Vendor warrants that the commencement and completion dates specified in the Information for Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and manufactured conditions that may affect the work.

## **9. PAYMENT**

The Owner shall make an inspection of products upon delivery. Payment will be made upon delivery and acceptance of the products and all product documentation.

**EQUIPMENT SPECIFICATIONS  
AEGIS AND AUQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

**1. GENERAL**

The purpose of these specifications is to describe the Aegis and Auquastar drain covers. Please Refer to the specifications provided to assist you with your bid proposal.

Questions may be directed to Matt Marubio, Building Services Foreperson, at [mmarubio@wilpark.org](mailto:mmarubio@wilpark.org).

Please list any additional options your company would like to include.

**Scope**

It is the intention of this specification to describe the drain covers in all respects.

**General**

It is the intent of the Wilmette Park District to purchase units that meets the following specifications and requirements.

**All bids at a minimum must meet the following specifications:**

**AEGIS 30" x 30" VGB MAIN DRAIN COVER**

<b>QUANTITY:</b>	12
<b>ITEM #:</b>	3030AEC
<b>CONDITION:</b>	New
<b>WARRANTY:</b>	15 years
<b>DELIVERY:</b>	Included in price

**AQUASTAR MAIN DRAIN FRAME AND GRATE 16" COVER 12" FRAME**

<b>QUANTITY:</b>	2
<b>ITEM #:</b>	1216101
<b>CONDITION:</b>	New
<b>WARRANTY:</b>	15 years
<b>DELIVERY:</b>	Included in price

**BID PROPOSAL  
AEGIS AND AUQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

**Bidder Notes**

1. Bidder shall submit product catalogues on the covers being proposed.
2. Bidder must be a fully licensed and bonded company in the State of Illinois. A copy of the company's license must be submitted with the bid.

**Any exceptions or deviations from these bid specifications must be addressed in writing and submitted with the bid.**

**Prices and Payments**

1. All bid prices shall be complete & include warranty & delivery of the completed product to this agency.
2. Payment shall be made in accordance with these specifications and the Bid Proposal submitted by the Bidder. Payment will be made upon acceptance of the rain covers and equipment specified.
3. Full payment will be made as each unit is received, inspected and found to comply with procurement specifications, free of damage and properly invoiced.

**Delivery**

Products purchased under this contract shall be delivered to the Wilmette Park District.

**Warranty**

A description of all applicable warranties as well as copies of said warranties shall be submitted with the bid.

TO: Wilmette Park District – **AEGIS AND AUQUASTAR DRAIN COVERS**

The undersigned bidder has carefully examined the specifications for the Aegis and Aquastar covers purchase in Wilmette, Illinois as prepared by the Wilmette Park District.

The undersigned bidder understands the Instructions To Bidders, General Conditions, Equipment Specifications, and Bid Proposal within this document.

The undersigned bidder hereby states that he/she proposes to furnish and deliver to the Wilmette Park District the **drain covers** described in the specifications including all details within pages.

The undersigned bidder will accept as full and complete payment therefore the bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

VENDOR AGENCY: \_\_\_\_\_

VENDOR REPRESENTATIVE: \_\_\_\_\_

(SEAL)

Item #	Quantity	Descriptions	Unit Cost	Line Total
3030AEC	12	AEGIS AUQUASTAR DRAIN COVERS	\$	\$
1216101	2	AUQUASTAR DRAIN COVERS	\$	\$

Anticipated delivery date of all products, noting that proposals will be accepted or rejected within 30 days after bid opening: \_\_\_\_\_

**VENDOR REFERENCES  
AEGIS AND AUQUASTAR DRAIN COVERS  
WILMETTE PARK DISTRICT**

VENDOR: \_\_\_\_\_

CONTACT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Vendor References:

Please include three references with which the Vendor has completed similar work in the past two years.  
List name of owner, contact person, address, and phone number.

1) \_\_\_\_\_

\_\_\_\_\_

Project Description and Dollar Amount: \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

Project Description and Dollar Amount: \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

Project Description and Dollar Amount: \_\_\_\_\_

\_\_\_\_\_