

# **VILLAGE OF GURNEE**

## **REQUEST FOR PROPOSAL**



## **Cemetery Rd Pump Station Roof & Gutter Project**

Village of Gurnee  
1151 Kilbourne Road  
Gurnee, Illinois 60031  
Phone: 847.599.6800  
Fax: 847.244.8693  
Email: [BrettF@village.gurnee.il.us](mailto:BrettF@village.gurnee.il.us)

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**VILLAGE OF GURNEE**  
**NOTICE TO BIDDERS**

Municipality:	Village of Gurnee
Road District:	Warren
County:	Lake
Project No.	CEMETERY RD PS ROOF & GUTTER

**TIME AND PLACE OF PROPOSALS:**

**Sealed proposals** labeled “**Cemetery Rd Pump Station Roof and Gutter Project**” will be received at the office of the Village of Gurnee Public Works, 1151 Kilbourne Road, Gurnee, Illinois 60031, until 11:00 A.M., January 20, 2022.

**DESCRIPTION OF WORK**

**“Cemetery Rd Pump Station Roof and Gutter Project”**

**Location:**

1. Cemetery Rd Pump Station, 325 N Cemetery Road, Gurnee, Illinois, 60031

**Proposed Improvement:**

Remove and replace the roof at Cemetery Rd Pump Station located 325 N Cemetery Rd, Gurnee, Illinois.

**Bidders Instructions:**

1. Request for proposal packets will be available at 1151 Kilbourne Road, Gurnee, Illinois 60031 and on our website: <https://www.gurnee.il.us/government/transparency-portal/bids-rfps>
2. A pre-proposal site visit is required. Only Contractors who make the mandatory site visit on Friday, January 14, 2022 at 10:00 a.m. will be allowed to submit proposals for this project.
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals.

By Order Of The:  
**Village of Gurnee**  
(Awarding Authority)

Thomas B. Hood, Mayor

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**SCOPE OF WORK**

The Village of Gurnee, Owner, is seeking proposals from qualified Contractors to complete removal and replacement of the roof at Cemetery Rd Pump Station, located 325 N Cemetery Rd, Gurnee, Illinois. The Contractor shall be responsible for all phases of investigation, repair and restoration of this project. Statements of work or materials listed in this document shall not limit the Contractor's responsibility toward this goal.

Work must be completed between February 14, 2022 and April 30, 2022.

Village staff is specifically aware of the need to perform the following:

1. Removal and disposal of all current roof materials down to the wood decking.
2. Remove old and supply and install approximately 150 square feet of plywood roof sheathing at the northeast corner of building.
3. Remove 3 skylights and install plywood roof sheathing in place.
4. Supply and install Ice and Water Shield minimally to the first 36 inches from the fascia and valleys and cover all exposed roof decking with a minimum of 30# roof felt in all areas with greater than a 3/12 pitch.
5. Supply and install minimum thirty (30) year laminated Tamko Weathered Wood (or approved equivalent) architectural shingles to all areas with greater than a 3/12 pitch.
6. Supply and install a sealed down base sheet to all areas with less than a 3/12 pitch.
7. Supply and install Modified Bitumen Membrane to all roof areas with less than a 3/12 pitch.
8. Remove old and supply and install new lead flashing to all pipe vents.
9. Reinstall and flash around all roof penetrations and utilizing flashing kits, minimal amount of roofing cement and/or caulk shall be utilized.
10. Remove old and supply and install new white aluminum Gutter Apron Flashing around entire roof perimeter.
11. Remove old and supply and install new white aluminum Rake Edge Flashing.
12. Remove old and supply and install new white aluminum 5" seamless K-style gutters around entire roof perimeter.
13. Remove old and supply and install new white aluminum downspouts to grade.
14. The job site needs to be left broom cleaned each evening and on completion of the project the pavement, lawn, gutters and downspouts will be cleaned and debris free.

We solicit your expertise and experience to identify other potential problems and provide the Village of Gurnee with innovative and cost effective solutions.

**PROPOSAL REQUIREMENTS**

Contractors interested in submitting a proposal to the Village of Gurnee for the work requested in this contract are required to make a site visit accompanied by Village administration. Upon attendance of the mandatory site visit, contractors may submit proposals up until the time and date specified in the Notice to Bidders.

Responses to the RFP should be in one volume, sealed and marked "**CEMETERY RD PUMP STATION ROOF AND GUTTER PROJECT**". Any firm brochures and/or information pertaining to the qualification of the Contractor may be submitted but must be included in the

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single volume. **A total of one (1) copy of the submittal is required. All proposals shall be in writing.** All respondents to the RFP must include the following as part of their respective materials:

1. Corporate Background and Experience - Please provide the Village with background information regarding your company giving details of experience with similar projects.
2. References - Provide three (3) references of completed work of a similar nature including the name of the business/government, the dollar value of the work, and name and telephone number of a person that can be contacted as a reference.
3. Responsible Person - The name of the Superintendent assigned to this contract to represent the Contractor.
4. Subcontractors - A list of all Subcontractors to be employed for this Contract.
5. Work Plan - all respondents must submit a narrative describing the proposed scope of services offered to achieve the needs of the Village. The work plan should be a detailed proposal demonstrating the repairs needed and the processes through which repairs will be made.
6. Schedule of Work - A preliminary schedule shall be provided showing duration of specific portions of the project as well as the project completion date utilizing a total week schedule. Activity durations shall represent the best estimate of elapsed time considering the scope of the work involved in the activity expressed in working days. Activity descriptions shall clearly define the scope of work associated with each activity. If activity descriptions contained in the schedule are not sufficient to describe the work, a supplemental narrative description is to be provided.
7. Cost Proposal - Responses must include an all-inclusive cost to complete the detailed Work Plan identified in #5 above.

### **SELECTION CRITERIA**

The Village of Gurnee reserves the right to govern selection of a bidder in accordance with the work to be done; equipment and qualified labor and superintendence to be furnished; experience; resources; and the lowest priced responsible and complete bid. The Village of Gurnee reserves the right to waive any or all technicalities, to reject any or all bids, and to make an award in the best interest of the Village of Gurnee.

Discussions or interviews may be conducted with Contractors who have submitted proposals in order to clarify certain elements. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers at the discretion of the Village. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing respondents. The selection shall be done by a respondent review team and will be presented to the Village Board for final approval.

The Contractor to be recommended to the Village Board will be the one whose proposal is determined to be the most advantageous to the Village of Gurnee in consideration of price, completeness, content, experience and the Contractor's ability to perform. The successful Contractor will be required to enter into an agreement with the Village.

**CONTRACT AWARD**

The Village of Gurnee expects to award a contract for this work at a regularly scheduled Village Board meeting in February 2022.

**PREVAILING WAGE PROVISIONS**

The successful bidder will be required to pay not less than the prevailing rates of wages in this locality to workmen engaged in the work, in accordance with "The Prevailing Wage Act", Illinois Revised Statutes, as amended.

**FAIR EMPLOYMENT PRACTICES**

In accordance with "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, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the Contractor, his subcontractors, suppliers or materials or services to the Contractor or his subcontractors, or any labor organizations furnishing skilled or unskilled labor to the Contractor or his subcontractors.

**INSURANCE**

The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Contract until all similar insurance required of the subcontractor has been so obtained and approved. Such policies shall not be cancelled, permitted to expire, or to be changed without the written consent of the Owner.

Contractor shall have minimum general liability of \$500,000 listing the Village as holder.

**COMPENSATION INSURANCE**

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all their employees employed at the site of the project; and, in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Workmen's Compensation Insurance for the protection of his employees not otherwise protected.

**PROOF OF INSURANCE**

The Contractor shall furnish the Owner 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 of the policy.

## **CLAIMS**

The Contractor agrees to save and hold harmless the Owner and the Inspector from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of, damage, or defects that may be made or left in the building by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Inspector 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 anyone on account of machinery, instrument tools, materials, principals, or processes used by them or about said work.

## **SUBLETTING OF CONTRACT**

No part of the work herein specified shall be assigned, subcontracted, or sublet without the written consent of the Owner.

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 fifty percent (50%) of the total Contract cost, and with materials purchased or produced by the Contractor. Second tier subcontracting will not be allowed.

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 minimum 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 Inspector may order the Contractor remove a Subcontractor who is not performing satisfactory work or who is not performing work in a timely manner. Upon the Inspector's written direction, the Contractor shall comply at once and shall not employ the Subcontractor for any further work under this Contract.

## **CHANGES TO SCOPE OF WORK**

If the Inspector 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 price for any of the remaining work proposed. The value of the work so added shall be based on an agreed price between the Owner and the Contractor before any such work shall be commenced.

## **EXTRA WORK**

No claim whatsoever will be allowed the Contractor for changes, extra work, or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring



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additional outlay by the Contractor is first **ordered in writing** by the Inspector and the price agreed to by the Owner and the Contractor.

**EXECUTION OF CONTRACT**

The individual, firm, or corporation to whom or to which a Contract has been awarded shall furnish and the Owner within fifteen (15) days of receipt of the signed proposals a signed receipt letter accepting the signed proposal.

**FAILURE TO EXECUTE CONTRACT**

Failure by the Bidder to furnish the Owner with a signed letter of accepting the signed proposal and Proof of Insurance within fifteen (15) calendar days specified shall be just cause for annulment of the award.

**FORFEITURE**

The work herein specified shall be prosecuted with such forces as the Inspector 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 Inspector, 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 Owner shall have full right and authority after giving three (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 Owner may use or authorize the use of such materials 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 Owner in connection herewith shall be charged to the Contractor and shall be deducted and paid by the Owner 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 Owner by the Contractor. Should it become necessary for the Owner to declare the work forfeited, such forfeiture shall in no case relieve the Contractor of any of the conditions of the Contract. In case the Contractor shall abandon or in any manner fail to complete the work, the Owner 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 Owner 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 five (5) days written notice by mail to said Contractor of the intention to do so. The Owner 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 or amounts 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.



**EXISTING FACILITIES:**

The Contractor shall protect from damage all parts of ceilings, walls, floors, floor coverings, office furniture and equipment liable to injury by his / her operations and shall, at their own expense, make good all such damages to the satisfaction of the Owner.

The Contractor shall clean and maintain all work areas adjoining the project site free from all construction debris, dirt and/or mud at all times. The Contractor is also responsible for the immediate removal of dirt and/or mud and or debris from adjacent work areas caused by construction foot traffic entering and leaving the project area.

**VILLAGE'S RESPONSIBILITIES**

1. Provide available information as required by the Contractor for the project, including, but not limited to, existing and/or proposed improvements.
2. Assist the Contractor by placing at his/her disposal all available information pertinent to the site of the project.
3. Make all provisions for the Contractor to enter upon the site as required for the Contractor to perform their work under this Agreement during normal working hours.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Contractor and shall render in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Contractor.
5. Designate in writing a person to act as the Village's Project Representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to the work covered by this Agreement.
6. Give prompt notice to the Contractor whenever the Village observes or otherwise becomes aware of any defect in the project.
7. Direct the Contractor to perform, at the Village's expense, necessary additional services as required.

**MATERIALS, EQUIPMENT, AND EMPLOYEES**

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, rubbish removal, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto in accordance with the contract documents.

All materials shall be new and of quality specified in the proposal, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the work except upon written approval and order of the Village of

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Gurnee. Contractor shall obtain written approval from the Village of Gurnee for the use of substitute products, materials or equipment claimed as equal to those specified in the original proposal. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.

The Contractor shall employ skilled foremen and laborers and shall, if directed by the Village of Gurnee, discharge from the site of the work any incompetent, abusive, or disorderly employees. None but persons expert in their respective branches of work shall be employed by the Contractor. If at any time during the construction and completion of the work covered by this proposal the conduct of any workman of the various crafts be adjudged a nuisance of the Village of Gurnee or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

### **CODES**

All work, materials and equipment shall conform to all applicable standards and codes:

- Village of Gurnee Ordinances
- Occupational Safety and Health Administration
- American National Standards Institute

### **PERMITS**

Any permits, if required, shall be obtained by the Village of Gurnee. The Contractor shall furnish the Village of Gurnee with all requested information to obtain permits. Contractor must provide to the Village an “unlimited” State of IL roofing license and a certificate of insurance having a minimum general liability of \$500,000 as listed above under the section titled INSURANCE.

### **TAXES**

The Village of Gurnee, a municipal corporation, is exempt from paying local and state sales taxes for products and services purchased by the Village of Gurnee.

### **OBSTRUCTION OF ACCESS TO BUILDING**

The Contractor shall keep open access to the driveway and man doors on the north side of the building at all times. The Contractor shall remove all surplus materials and debris from the work area on a **daily** basis as the work progresses so that there is a minimum amount of disruption to public property as possible.

### **SALVAGED MATERIAL**

All material of whatever kind encountered on the site is the property of the Owner. When approved for removal from the site of the work, said material shall become the property of the Contractor and shall be disposed of, in a timely fashion, as specified.

### **DAMAGE**

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.

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The Contractor shall, without extra charge, erect, maintain, and remove strong and suitable barriers which, during the night time, will prevent any accident or harm to life, limb, or property in consequence of such construction.

The Contractor shall protect, restore, and make good, as may be necessary, all contents, buildings, foundations, landscaping and fences injured in the progress of the work, at the Contractor's expense. The Contractor shall protect all private and corporate property. The Contractor agrees to hold the Owner and the Inspector harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

### **QUALITY CONTROL OF WORK**

The Inspector shall have power to inspect all work for compliance with the proposal, and the Contractor shall perform all of the work herein specified to the Inspector's entire satisfaction, approval, and acceptance.

The Contractor is responsible for furnishing all labor, materials, and equipment to construct and complete the work in compliance with the proposal. All material to be incorporated in the work; all labor to be performed; and all equipment, tools, and methods to be used shall be subject to the approval of the Inspector. It is the Contractor's responsibility to complete the work and deliver a final product which meets all the requirements of the proposal.

The Inspector shall decide all questions relative to measurements, the materials used, the character of the work performed, and as to whether the rate of progress is such as to comply with the proposal.

If any authorized agent of the Inspector shall discover and notify to the Contractor of any neglect or disregard of the proposal, such defects shall at once be remedied and further defective work be at once discontinued; but the right of final acceptance or condemnation of the work will not be waived by reason thereof, nor by any act of the Owner, his officers, or agents.

### **INSPECTION**

The Inspector 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 are stored or to be furnished from, and the Contractor shall furnish from time to time such samples of each separate ingredients forming the materials to be used in the improvement as may be required by the Inspector.

If any time during the progress of the work, any material is rejected or if any of the work is completely or in part improperly constructed, then the Contractor, at their own expense, shall immediately remove all rejected material and shall reconstruct all work improperly done. In case the Contractor shall neglect or refuse, after twenty-four (24) hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Owner and the Owner's cost of labor, material, and supervision thereof deducted from any money due the Contractor.

### **SUSPENSION OF WORK**

Should the Contractor, with the approval of the Inspector, stop work or should conditions in the opinion of the Inspector be such that the work could not be properly and safely be performed, then the Inspector may suspend the work until such time as conditions shall permit proper construction. In case of stoppage of work, the Contractor shall, at their own expense, store and be responsible for material 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 Inspector, the time of delay or suspension may be added to the time set for completion of the work.

### **WAIVERS OF LIEN REQUIRED**

It is expressly understood that the Inspector reserves the right to direct that no payment be made to the Contractor should they 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 Inspector is satisfied that full and proper payment has been made. The Contractor shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

### **PARTIAL AND FINAL ACCEPTANCE OF WORK**

The entire work shall be made in a neat and workmanlike manner and all requirements shall be complied with in detail. The mere fact that some particular part or portion of the work may have been previously inspected, cleaned, and set in order will not excuse the Contractor from again cleaning any and all portions so that the entire system of work shall be in proper condition and subject to final inspection by the Inspector and complying with the use intended at the time of acceptance by the Owner. The date of final acceptance of work on this Contract is the date that the Contractor is issued final payment by the Owner.

### **PAYMENT FOR COMPLETED WORK**

The work to be constructed may vary in actual units on quantities from those given in the Bid Documents, but no additions or deductions in the unit prices bid by the Contractor will be made because of this fact. The total bid and Contract unit prices shall include all cost of the work to be constructed.

Any payments made to the Contractor during the progress of the work shall in no way lessen the total and final responsibility of the Contractor, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of the Contract, nor be considered a ratification of any act on the part of the Inspector, agents, or representatives of the Owner which in any manner may contravene any of the requirements or provisions of the Contract. During the course of the improvement, if the rate of progress is satisfactory to the Inspector, and it appears that all claims for labor and materials are satisfied, progress payment may be requested by the Contractor to the Inspector for payment by the Owner.

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**WARRANTY**

The Contractor shall warranty all work performed for a period of one (1) year from the date of final acceptance in writing by Village Administration. Any additionally warranties shall be offered with the bid including product warranties.