

REQUEST FOR PROPOSALS

675 Village Court, Glencoe, Illinois 60022 p: (847) 835-4113 | finance@villageofglencoe.org | Follow Us: @VGlencoe

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Response Submission Information

Project Name: Day Rate for Underground Construction Services RFP Number: 17-003

Due Date: May 12, 2017 **Time:** 3:30 p.m. CST

Attention: General Superintendent Donald Kirk Department: Public Works

Submit Proposal by E-mail or Mail to: Village of Glencoe, Department of Public Works, 675 Village Court,

Glencoe, Illinois 60022, Attention: Donald Kirk, or email: dkirk@villageofglencoe.org

Request for Proposal Response

| Company Name: | | |
|---------------------------------------------------|--------------------------|--------------------|
| Mailing Address: | | |
| City: | State: | Zip: |
| Day Rate Total Cost for underground services \$ _ | | Extra hour rate \$ |
| Day Rate Total Cost for hauling \$ | | Extra hour rate \$ |
| I have read and understand compliance sections | in regards to submitting | the proposal. |
| Signed: | | Date: |
| Print Name: | | |

NOTE TO PROPOSERS: Any and all exceptions to these specifications MUST be clearly and completely stated in writing on the proposal sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your proposal to be disqualified.

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GENERAL TERMS AND CONDITIONS

Section 1: Intent

It is the intent of the Village of Glencoe ("Village") to contract with a water and sewer contractor ("Contractor") for all necessary labor, expenses and materials to complete Underground Construction Services for the Village of Glencoe. The lowest qualified bidder will be selected and work will be dispersed on an as needed basis.

Section 2: Proposal Price

Proposer shall offer pricing on the Village's pricing sheet (page 1 of this document). Proposers must note any items which the Proposer cannot perform or intends to subcontract. Proposal pricing must remain firm for the term of the agreement. Proposal pricing shall be all-inclusive of all meetings, telephone calls, transportation, materials, supplies, labor, equipment and any other costs required to fulfill the scope of work as identified herein.

Section 3: Additional Information and Questions

Questions related to specifications and items covered in this request for proposals may be directed to General Superintendent Donald Kirk at (847) 461-1154 or e-mail: dkirk@villageofglencoe.org.

Section 4: Insurance, Hold Harmless and Indemnification

In addition to other standard contractual terms the Village needs, the Village will require the selected Contractor to comply with indemnification, hold harmless and insurance requirements as outlined below:

Contractor shall defend, indemnify and hold the Village, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Village.

The Contractor shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the Village.

A. Minimum Levels of Insurance

- 1. Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2. Property Damage insurance to the extent of \$100,000/\$500,000 including coverage for XCU.
- 3. Employers Liability insurance of \$2,000,000.
- 4. Bodily Injury insurance of \$200,000/\$500,000.
- 5. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned vehicles and non-owned vehicles.
- 6. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Illinois.

B. Other Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages

- a. The Village, its officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees or volunteers.
- b. The contractor's insurance shall be primary insurance with respect to the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Village.

3. Acceptability of Insurers

a. Insurance is to be placed with insurers with a current Bests' rating of A- or better, or with an insurer acceptable to the Village.

4. Verification of Coverage

a. Contractor shall furnish the Village with certificates of insurance and copies of actual insured endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the Village, its officials, employees and agents as "additional insureds" except for coverages identified above. The certificates are to be received and approved by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Subcontractors

a. Contractor shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 6: Evaluation/Acceptance of Proposals

Public Works staff will review all proposals and make selection based on price quoted and compliance. The Village may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposals process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely on, or anticipate, any waivers in submitting their proposals.

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Section 7: Other Terms

No Collusion

In submitting this proposal, the Proposer declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.

Engagement

The Proposer further understands and agrees that if their proposal is accepted, the individual will enter into an engagement with the Village to provide the services with fifteen (15) days of receiving notice of the selection.

Payment

All payments for the Services will be made by the Village in conformance with the requirements of the Local Government Prompt Payment Act (50 ILCS 505).

DAY RATE FOR UNDERGROUND CONSTRUCTION SERVICES

Section 1: Scope of Work

Successful Contractor will supply a day rate for Underground Construction Services:

- 1. Provide day rate for three person crew, tools, equipment and excavator with reach up to 15 feet in depth to repair underground utilities. Day rate is based on 8 hours of work when crew arrives at the job site
- 2. Provide rate for every hour of work after the initial 8-hour day rate for underground services.
- 3. Provide day rate for truck and driver for hauling to Village site.
- 4. Provide rate for every hour of work after the initial 8 hour day rate for hauling.
- 5. This contract requires that the Prevailing Rate of Hourly Wages be paid to all persons employed to perform this work. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., including but not limited to, all wage, notice and record keeping duties.
- 6. Insurance Successful Contractor shall provide Certificates of Insurance evidencing minimum coverages and limits set forth in the attached "Insurance Required of Contractor" document.
- 7. All prices quoted will be held in effect for one full year.

Section 2: Village of Glencoe to Provide

- 1. Trucking when needed for hauling to Village dump site.
- 2. Work Zone Traffic Protection.
- 3. All pavement and parkway restoration.

Section 3: RFP Schedule

The Village anticipates following the schedule described below:

| Phase | Anticipated Date |
|-----------------------------|------------------|
| Issue request for proposals | April 27, 2017 |
| Proposals due | May 12, 2017 |
| Award | June 15, 2017 |

Section 4: Proposal Submission

Proposals may be submitted by email to dkirk@villageofglencoe.org and are due by May 12, 2017 at 3:30 p.m. CST. Alternatively, proposal may be submitted in a sealed envelope marked "Day Rate for Underground Construction Services" in the lower left hand corner and addressed to:

Village of Glencoe
Attention: Donald Kirk, Public Works Superintendent
Public Works Department
675 Village Court, Glencoe, IL 60022

It is the sole responsibility of respondents to the Request for Proposal to deliver the proposal by the stated deadline. Each proposal must be submitted with all required documentation.

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Section 6: Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted. The Village of Glencoe reserves the right without prejudice to reject any or all proposals.

Section 7: Questions

Please direct questions or concerns related to this RFP to:

Donald Kirk Public Works General Superintendent

Phone: (847) 461-1154 dkirk@villageofglencoe.org

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