

## **REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN by the President and Board of Trustees of the Maywood, Cook County, Illinois, that a request for proposals is being sought for the following services:

**Demolition of Existing fire debris from a One and a half Story Frame Residence and Frame Garage Structures  
At  
1616 South 1st Avenue (Northwest Corner)**

**Pursuant to Circuit Court action (2010 M4 001234), Village of Maywood vs. Atlantic Municipal Corporation, Oak Park Investments, US Bank National, Rogelio Pidú, F. Henderson, Steve Steven and Non-Record Claimants and Unknown Owners**

### **SCOPE OF WORK**

The work will involve the demolition of the existing building on the property located at **1616 S. 1st Avenue**, (Northwest corner of 1st and Congress Street). The work shall include the removal and proper disposal of all asbestos containing materials (ACM) located on and within the buildings, the demolition of the existing structures located on this site, the removal and proper disposal of the building debris, the removal and disposal of existing foundations and basement floor slab, all driveway, sidewalk & garage slabs and backfilling the excavated areas, termination of Village owned utility services to the building, at the main connections, and the placement of topsoil and grass seed over the entire lot. Fees associated with the disconnection of the utilities shall be included within the demo cost. All costs associated with permits required for the demolition of these structures are the responsibility of the contractor.

**Note: This building has been severely damaged by fire and prior work has been rendered to may same safe to the adjacent properties. Due to this fire damage, the Cook County Department of Environmental Control has determined this site to be asbestos contaminated and the debris must be handled and disposed of in a manner prescribed by the department.**

1. The basement slab will be removed to allow for drainage of this area into the surrounding soils.
2. The basement and excavated areas will be brought to grade with an approved inorganic material to be disclosed within the proposal.
3. The Contractor will coordinate the locating and disconnecting of the services with the Village of Maywood's Public Works Department.
4. Termination of sewer services shall be by providing a concrete and hydraulic cement plug two feet in depth into the existing pipe at the right-of-way line.
5. Termination of water services for the site shall be completed by shutting the corporation stop located at the water main, disconnecting the service pipe from the corporation stop, and removing a minimum of three (3) feet of service pipe directly adjacent from the main. On services larger than 3" the termination will be completed by closing the operating valve nearest the water main, and removing six feet (6') of pipe at the right-of-way and placing a mechanical cap or plug on each side of the remaining pipe, and placing a poured in place concrete thrust block between the two pipes.
6. The asbestos materials found on the site must be removed by a licensed abatement contractor. Report included with this RFP.
7. After the site has been cleared the remaining vegetation will be removed from the site. In areas were the site was disturbed a 3" layer of pulverized topsoil shall be placed. In areas previously covered by vegetation, the existing topsoil will be rototilled to a depth of 3". A merion/ bluegrass seed mixture meeting the approval of the Village will be placed and the area fine raked to provide adequate seed cover.

The contractor shall be paid in cash for the work to be performed on this project.

The sites shall be made be open and available for inspection and walk through per the court order after notification to the owner and by appointment.

It is the responsibility of the Contractor to whom this contract is awarded to familiarize himself and comply with the contents of the Occupational Safety and Health Act (OSHA), codes and ordinances adopted by and in effect by Federal, State, County, Township, and Village Governmental Bodies, and any other governmental agencies at any level having jurisdiction over this area and this type of work. The Contractor will also be required to obtain all permits and pay all fees associated with this work from any local, county, state and federal agency having jurisdiction on this project.

All information provided to, all data gathered, and reports and documentation prepared by the service provider shall be considered "Confidential" and may not be shared with any other firm, government entity, or individuals without consent of the Village of Maywood.

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

#### "EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation there under.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations

for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

"Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

#### HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its officials, agents, employees, and volunteers, herein referred to as Indemnities, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, 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 there from, 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, excluding any proportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising there from, or in connection therewith, and if any judgment shall be rendered against the VILLAGE, its officials, agents, employees, in any action, the Contractor shall at their own expense satisfy and discharge the same.

In any 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 on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other

employee benefit acts.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the VILLAGE, funds may be retained by the VILLAGE to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the VILLAGE.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the VILLAGE and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnities' own negligence.

### INSURANCE REQUIREMENTS

The service provider shall not start work under this contract until he has obtained all required insurance and such insurance has been approved by the Village nor shall the Service provider allow any Subcontractor to commence work on his sub-contract until it is clear that all similar insurance shall be maintained during the entire life of the contract.

Pursuant to the Hold Harmless Provisions set forth above, the Service provider shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Service provider's operations, including all his Subcontractors, in connection with work on this project. The Service provider shall furnish Certificates of Insurance to the VILLAGE **before starting construction**, or within ten (10) days after the execution of the Contract, whichever date is reached first. All insurance shall include a non-cancellation provision preventing cancellation without thirty (30) days written prior notice to the VILLAGE, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the VILLAGE must be named as additional insureds on a "primary non-contributory basis" for Part 1 noted below, and all insurance noted under Parts 2, 3, 4, 5 and 6 below must be provided, unless specifically deleted for this project.

#### A. Minimum Limits of Insurance

Service provider and his Subcontractors shall maintain limits of no less than:

1. Service providers- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. The VILLAGE and ENGINEER shall be named as Additional Insureds on a Primary Non-Contributory basis. The Policy will include a Per Project Aggregate Endorsement.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Service provider.

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the VILLAGE and ENGINEER.
4. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.
5. Installment Floater: Service provider shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage location, and at the job site.
6. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the responsibility of the Service provider.

C. Other Insurance Provisions

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

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. Verification of Coverage

1. Service provider's Insurance:

Service provider shall furnish the VILLAGE with "**Certificates of Insurance**" evidencing coverage required by this Section, all of which are to be sent to the Engineer. The Certificates for each insurance policy are to be signed by a person

Authorized by that insurer to bind coverage on its behalf. **The Certificates shall be on standard forms provided by the insurance company or agent and are to be received and approved by the VILLAGE before any work commences.** The Village reserves the right to request full certified copies of the insurance policies. (SEE ATTACHED SAMPLE "CERTIFICATE OF INSURANCE".)

2. It should also be noted that the Service provider is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates by the VILLAGE shall not relieve the Service provider from any obligation for providing the protection required in these Specifications.**

F. Subcontractors

Service provider shall include all Subcontractors as insureds under its policies or shall furnish separate Certificates for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

G. Certificate of Insurance

A sample of the Certificate of Insurance required is on the next page of this Request for Proposals.

<b>A.C.O.R.D. CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY)
<b>PRODUCER</b>  <p style="text-align: center; font-weight: bold;">FULLY COMPLETED</p>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURED</b>  <p style="text-align: center; font-weight: bold;">FULLY COMPLETED</p>		COMPANIES AFFORDING COVERAGE				
		COMPANY A <b>Name of Insurance Company</b>				
		COMPANY B <b>Name of Insurance Company</b>				
		COMPANY C <b>Name of Insurance Company</b>				
COMPANY D <b>Name of Insurance Company</b>						
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	Policy Number	Policy Start Date	Policy End Date	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Policy Number	Policy Start Date	Policy End Date	AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 2,000,000
					AGGREGATE	\$ 2,000,000
					WC STATUTORY LIMITS	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	Policy Number	Policy Start Date	Policy End Date	EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	Installation Floater ("All Risk")	Policy Number	Policy Start Date	Policy End Date	Policy Limit:	
					Deductible:	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only. "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).						
<b>CERTIFICATE HOLDER</b>  OWNER (Including its officials, agents, employees and volunteers) AND EDWIN HANCOCK ENGINEERING CO., (Including its agents and employees)				<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				Authorized Representative  <span style="font-size: large; font-weight: bold;">Authorized Signature</span>		
ACORD 25-S (1/95)				© ACORD CORPORATION 1988		

## SCHEDULE

The proposal shall include the projected schedule of the work indicating the tentative date of work beginning (after a notice to proceed has been issued), the anticipated duration, and a date of completion of fieldwork. It is the intention that the proposal for service will be before the Village Board for consideration at its first available meeting, currently scheduled for September 5th, 2011.

## PROPOSED PRICING

The service provider shall supply the Village an "all inclusive" price (one Lump Sum Fee) for the asbestos abatement and demolition of the building. The costs for all the work outlined under the scope of work shall be included with this Lump Sum fee.

## TIME LINE FOR SUBMITTAL

The Village is requesting that sealed proposals be furnished to the Village Clerks Office, 40 Madison Street, Maywood, Illinois 60153, **no later than 11:00 A.M., Thursday, February 9<sup>th</sup>, 2012.** The proposals will be opened and publicly read at that time.

No bid shall be withdrawn after the opening of the proposals without the consent of the President and Board of Trustees of the Village of Maywood for a period of thirty (30) days after the scheduled time of closing bids.

## APPLICABLE FEDERAL REQUIREMENTS

**Prevailing Wage requirements apply to this project.** Please consult Chapter 52 of the Maywood Code of Ordinances at [www.maywood-il.org](http://www.maywood-il.org) (click link for "Village Code") for details.

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland 'Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 5).

Contracts shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

The successful bidder for the construction of the improvement will be required to file a performance bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the President and Board of Trustees, which surety bond shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the plans and specifications therefore, and according to the time and terms and conditions of the contracts, and also that the bidder and contractor shall properly pay all debts incurred by him in the execution of the work, including those for labor and materials furnished.

The successful bidder shall also be required to obtain a Maywood contractor license and any sub-contractor license.

**Please note that this bid request is authorized by the Cook County circuit court as a result of a court decision and as such is subject to a stay of the order or termination of the project by the courts at any time prior to the start of the work. The Village will not be held responsible for any conditions of the contract for work not performed and fees not paid.**

The Village of Maywood reserves the rights to determine the lowest, responsive and responsible bidder, to waive irregularities and to reject any and all bid proposals.