

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN by the President and Board of Trustees of the Village of Maywood, Cook County, Illinois, that sealed bid proposals are being sought for the following services:

VILLAGE OF MAYWOOD – EMERGENCY UTILITY REPAIR SERVICES

SCOPE OF WORK

The proposed project consists of providing the village with a utility crew to address emergency water and sewer pipe repairs located in the Village of Maywood.

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.

SCHEDULE

The Village will utilize the selected contractor(s) periodically through the balance of Fiscal year 2016 and 2017, ending on April 30, 2017.

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the successful Contractor. Price escalation will be allowed and must be that of the general industry standard. Written notification stating the requested increase and supporting documents justifying the requested increase must be forwarded to the Village. If in the Village's opinion the Contractor fails to adequately justify the requested increase, the Village reserves the right to reject the request and cancel the agreement.

PROPOSED PRICING

The service provider shall supply the Village unit prices for each of the respective items of work. A proposal form has been included with this request. The costs for all the work outlined under the scope of work shall be included with this Lump Sum fee.

TIMELINE FOR SUBMITTAL

The Village is requesting that proposals be furnished to the Village Clerk, 40 Madison Street, Maywood, Illinois 60153, no later than 11:00 A.M. Central Standard Time, on Friday, the 8th day of April, 2016. The proposals will be opened and publicly read at that time. All bid proposals

offered must be accompanied by a bid bond or certified check made payable to the President and Board of Trustees of the Village of Maywood in the amount not less than five percent (5%) of the total amount of the bid, as a guarantee that if the bid is accepted by the Village, a contract will be entered into with the Village. No bid proposals shall be considered unless accompanied by such bid bond or check.

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 sixty (60) days after the scheduled time of closing bids.

PAYMENT

Invoices for work completed shall be submitted for each individual repair performed. The invoice shall include the following information:

- Location of Repair
- Description of Repair Performed
- Length of time on project site and crew type
- Itemized list of Materials Provided with back up information on cost
- Pictures of the completed repair
- Certified Payrolls
- Final Waiver of Lien and Contractor's Affidavit
- Final Waivers from any Subcontractors or Suppliers

Payment shall be made to the Contractor once the invoice has been approved by the village Board and all, final waivers of lien for materials suppliers and subcontractors have been submitted.

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, its Engineer, the Edwin Hancock Engineering Co., and its agents and employees 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, or Edwin Hancock Engineering Co., and its agents and employees, or their Subcontractors 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 Engineer is intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any 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, the Engineer, and its agents and 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 and/or the Engineer 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 and the Engineer.

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 the Engineer and their agents, employees, 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 and Engineer 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 and to the ENGINEER **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 to the ENGINEER, 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 and the ENGINEER 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 and the ENGINEER.

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 and the ENGINEER 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 and ENGINEER 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 or the ENGINEER 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.

A.C.O.P.D.™		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY)
PRODUCER	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.				
FULLY COMPLETED		COMPANIES AFFORDING COVERAGE			
		COMPANY A	Name of Insurance Company		
		COMPANY B	Name of Insurance Company		
		COMPANY C	Name of Insurance Company		
		COMPANY D	Name of Insurance Company		
INSURED	FULLY COMPLETED				
COVERAGES					
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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> 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	<input checked="" type="checkbox"/> 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 \$
	<input type="checkbox"/> 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	<input checked="" type="checkbox"/> 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 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER Installation Floater ("All Risk")	Policy Number	Policy Start Date	Policy End Date	Policy Limit: Deductible:
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
"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).					
CERTIFICATE HOLDER			CANCELLATION		
OWNER (Including its officials, agents, employees and volunteers) AND EDWIN HANCOCK ENGINEERING CO., (Including its agents and employees)			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 <i>Authorized Signature</i>		
ACORD 25-S (1/95)			© ACORD CORPORATION 1988		

APPLICABLE LABOR REQUIREMENTS

Prevailing Wage requirements apply to this project. All wages paid by the Contractor and each

subcontractor shall comply with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

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).

PERFORMANCE BOND

The successful bidder for the construction of the improvement will be required to file a performance bond equal to \$20,000, 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 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.

COMPLIANCE WITH CODES

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.

LOCAL REGULATIONS

The work shall be executed in full compliance with laws and regulations of the Village of Maywood. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at his own expense.

PERMITS

The Village shall prepare and submit the necessary applications for any IEPA and MWRDGC permits that must be obtained from other governmental agencies. The contractor shall cooperate in completing necessary documentation in required in order to obtain the permit.

STANDARD SPECIFICATIONS

The applicable Standard Specifications, as listed below, shall apply to all work performed under this Contract unless revised by the Supplemental Specifications and the Special Provisions for Contract Pay Items that are also included as part of the Specifications for this project.

1. The "Standard Specifications for Road and Bridge Construction" prepared by the State of Illinois Department of Transportation and adopted by said Department on January 1, 2016, including all applicable supplemental specifications and revisions.
2. The "Standard Specifications for Water and Sewer Main Construction in Illinois", Seventh Edition, dated 2014, and all revisions thereto **excluding Sections 1 - 9**.
3. "Watershed Management Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.

SPECIAL PROVISIONS FOR CONTRACT PAY ITEMS

This shall be a unit price contract and shall include all work mentioned in the Project's Plans and Specifications and any other work, not specifically mentioned, that is necessary for constructing the improvement in a skilled and professional manner. Any conflicts or omissions in the Plans or Specifications shall be brought to the attention of the Engineer. The Engineer's decision in resolving such matters shall be final. The Contractor shall in no manner take advantage of conflicts or omissions should they occur and it shall be the Contractor's responsibility to bring such components of the Contract to the attention of the Engineer so that they can be properly resolved.

The quantities bid upon in the Proposal are estimated quantities, except where an item is noted to be supplied "complete." The Contractor shall be paid for actual quantities, in place, as measured and agreed upon by the Engineer and Contractor. The Contractor shall be paid in full for items to be supplied "complete" when said item is finished, or at a percentage of the bid amount agreed upon by the Owner, Engineer and Contractor if the item is not complete.

Any required work which is described in the Specifications for which there is not a bid item shall be considered incidental to the contract.

Specifications for Emergency Water & Sewer Mains Repair

Size: 4 inch to 20 inch diameter.

Scope of Work:

1. Contractors must provide 3 contact persons with phone numbers, must be able to respond within 2 hours of notification to evaluate the proper equipment and manpower to complete the repair.
2. Contractor shall be able to mobilize its workforce and equipment within 5 hours of notification.
3. Cut & remove pavements, excavate any unsuitable material and transport to the approved CCDD facility.
4. Repair pipelines and backfill. The backfill shall be placed and compacted in accordance with the applicable standard specifications.
5. Install temporary asphalt pavement patch consisting of three inches (3") of compacted material. The contractor will be reimbursed for paving materials, at the posted price at time of work.
 - Between the April 15th and November 15th the patch shall be HMA, N50 Surface
 - Between November 15th and April 15th the patch shall be "cold patch".
6. The Village will provide all repair materials and will reimburse Contractors for any material not provided.
7. Traffic Control and Protection will be the responsibility of the contractor on all local roadways. The contractor shall install and maintain the traffic control in accordance with the following standards:

- a. The latest edition of MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, as adopted by the U.S. Department of Transportation Federal Highway Administration.
- b. The latest edition of ILLINOIS SUPPLEMENTAL TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, as adopted by the Illinois Department of Transportation.

The following sections of roadway are in whole or partially under the jurisdiction of the IDOT. The contractor shall cooperate in obtaining a permit and furnishing the necessary bonds prior to completing the work. The contractor shall be reimbursed the incurred cost for furnishing the required bond and required traffic control:

Street	From	To
First Avenue	Roosevelt Road	Chicago Avenue
Fifth Avenue	Quincy Street	Nichols Lane
17 th Avenue	Harvard Street	Madison Street
Harrison Street	Seventeenth Avenue	Ninth Avenue
Roosevelt Road	Thirteenth Avenue	First Avenue
Lake Street	Ninth Avenue	DesPlaines River
Chicago Avenue	Ninth Avenue	DesPlaines River

The following sections of roadway are in whole or partially under the jurisdiction of the Cook County. The contractor shall cooperate in obtaining a permit and furnishing the necessary bonds prior to completing the work. The contractor shall be reimbursed the incurred cost for furnishing the required bond:

Street	From	To
Harrison Street	Twenty-first Avenue	First Avenue
Bataan Drive	Twenty-third Avenue	First Avenue

ITEM 1 - UTILITY CREW – 1

The contractor shall supply a work crew consisting of:

- Labor: 1-operator/foreman, 2-laborers and 1-truck driver.
- Equipment – Combination excavator/loader, service truck, one semi-truck & trailer (12-14 cuyd), service trucks, miscellaneous tools , pumps up to 3” ,

The unit price should include in the total the costs of the mobilization and demobilization from the site.

The contractor shall furnish the requested hourly rates for the all costs associated with providing the labor and equipment for the crew size specified

ITEM 2 - UTILITY CREW - 2

The contractor shall provide a work crew consisting of:

- Labor: 1-operator/foreman, 1 -operator, 3-laborers, 2-truck drivers.
- Equipment – Excavator, wheeled loader, 2- service trucks, two semi-truck & trailers (12-14 cu yds), service trucks, miscellaneous tools , pumps up to 3”.

The unit price should include in the total the costs of the mobilization and demobilization from the site.

The contractor shall furnish the requested hourly rates for the all costs associated with providing the labor and equipment for the crew size specified

PROPOSAL

FOR

VILLAGE OF MAYWOOD – EMERGENCY UTILITY REPAIR SERVICES

VILLAGE OF MAYWOOD, ILLINOIS

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153

Date: _____

1. The undersigned _____

(Name of Bidder)

(Address of Bidder)

by _____, as _____
(Officer, Attorney, Manager, Secretary)

hereby proposes to furnish all labor, materials, and equipment to perform all work necessary for the improvements, shown on the Plans and described in the Specifications, in accordance with the Project's Plans, Specifications and Bid Proposal..

2. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.
3. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a bid bond, cashier's check, or certified check in the amount of not less than five percent (5%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the work, and sign the Contract therefore within ten (10) days after the award of a Contract.
4. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of work in accordance with the terms of the Contract.

5. In submitting this Proposal, the undersigned declares that the only persons or parties 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.
6. The undersigned further declares that he has carefully examined the Plans, Specifications, and Bid Proposal and that he has inspected, in detail, the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal he waives all right to plead any misunderstanding regarding the same.
7. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
8. The undersigned further agrees that if the Village decides to extend or shorten the Improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
9. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation therefore the actual cost plus Fifteen Percent (15%), the actual cost to be determined as provided in the Specifications.
10. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
11. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the Village, and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
12. The undersigned further agrees to submit a work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, unless additional time is granted by the Village in accordance with the provisions of the Specifications.
13. The undersigned further understands that payment for this Work is to be made in cash and that he is to look to the Village for said payment upon presentation of Waivers of Liens.

14. The undersigned further understands that the Village shall make payments to the Contractor on the contractor's invoice, at intervals of not more than once a month, for work performed, No payments will be made until presentation of a duly executed, waiver(s) of lien, equal to the amount of contractor's invoice for material and labor furnished together with the Contractor's sworn statement.
15. The undersigned further agrees that Work performed under this contract shall be in accordance with Illinois Prevailing Wage Act (Illinois Compiled Statutes, Ch. 820, Act 130, Sections 1-12), Employment of Illinois Workers on Public Works Act (Illinois Compiled Statutes, Ch. 30, Act 570, Sections 1-7), Drug Free Workplace Act (Illinois Compiled Statutes, Ch. 30, Act 580, Sections 1-11).
16. The undersigned submits herewith his Schedule of Prices covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his Proposal may be rejected as irregular.

SCHEDULE OF PRICES

No.	Item	Hourly Rate; Weekdays	Hourly Rate Weeknights	Hourly Rates Weekend & Holidays
1	Utility Crew - 1			
2	Utility Crew – 2			

Unit Price for Additional Equipment

Shall include Licensed Operator's & Laborers weekday rates, night rates & holiday rates.

	Hourly Rate Weekdays:	Hourly Rate Weeknights:	Hourly Rate Weekend & Holiday
Air tools & compressor			
Pumps 4 inch and larger			
Mobile Generator			
Rollers 3 to 5 tons vibratory			
Dump Trucks 12 to 14 cubic yards			
Service Truck			
Wheeled Loader (specify make/model)			
Skid Steer: (specify make/model)			
Excavator A : (specify make/model)			
Excavator B: (specify make/model)			
Excavator C : (specify make/model)			

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES
OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Corporate Name

Signed By President

Business Address

Telephone Number Fax Number

(INSERT NAMES OF OFFICERS)

President

Secretary

ATTEST:

Treasurer

Secretary
(SEAL)