

**REQUEST FOR PROPOSALS
DESIGN AND BUILD FOR A 8,000 SF
EMERGENCY MANAGEMENT FACILITY
JANUARY 18, 2019**

1) Intent

- a) It is the intent of the Village of Crete(Village) to seek proposals and pricing for the design, construction and project management of a new Village of Crete Emergency Management Agency(EMA) facility that will house vehicles, trailers and equipment as well as provide offices, meeting and storage areas related to their operation. The building is to be built at 280 W. Exchange Street Crete IL, on property already owned by the Village. The Village has developed a floor plan and elevation drawings for the building that will be used as a basis for pricing this RFP. Because of limited funding for this project, it is the goal of the Village, to the greatest degree practical, value design, engineer, and construct this facility within the constraints of all applicable codes and laws pertaining to construction of public structures **by non-home rule communities**.

2) Scope

- a) The scope of work will consist of two separate construction phases that will give the Village an opportunity to control costs, spending, and timeframes of construction. At the Village's discretion it may choose to undertake only Phase 1 or both phases at this time.
- b) **PHASE 1:** The first phase will be for the site preparation, rough and final building site grading and construction of the “shell” of the building using a pre-engineered structural steel metal framework that will have an external finish primarily of split faced concrete block as depicted in the drawings provided with this RFP. The proposed overall dimensions for the building are roughly 80’ by 100’ with a nominal eave height of 14’-0” and a 2/12 roof pitch. This work will also include the rough installation of all underground utilities and plumbing within the building as well as a finished concrete floor, including approach aprons at both ends of the building, a generator and compressor pad and appropriate sidewalks and curbing. The Phase 1 construction will yield a weather proof building that will have all doors, windows, roofing, insulation and all rough utilities in place when completed. It is required that the successful respondent will furnish to the Village a complete set of construction drawings that depict how the final product will be constructed and finished prior to starting construction. The structure shall comply with the 2003 ICC International Building Code and the 2018 IECC International Energy Efficiency Code.

- c) **PHASE 2:** The second phase will be for the construction and finishing of the interior of the building to resemble, as close as possible, the floor plan that has been furnished with this RFP. This includes all necessary framing, finishing, plumbing, electric, HVAC and other mechanical work necessary to meet the specifications of the drawings provided and the intended use of the building. It is required that the successful respondent will furnish to the Village a complete set of construction drawings for the interior work that depicts how the final product will be constructed and finished prior to starting construction. The structure shall comply with the 2003 ICC International Building Code and the 2018 IECC International Energy Efficiency Code. The drawings shall be of sufficient detail so as to allow the Village the ability to fully understand and evaluate the type of materials, finish and plumbing and mechanical equipment that will be installed in the building. The requirement should include a BOM for the items to be supplied or installed. The Village has included a **Specification Assistance List** that is labeled as Appendix A and is included as a part of this document. This list details preferred or requested items that should be included when pricing this project.

3) Responsibilities of the Project Manager/Contractor(having the same meaning)

- a) Supplying all equipment and personnel necessary to perform all the work and tasks listed in the Scope are the sole responsibility of the Contractor and should be included in the contract price proposal. In addition to all necessary materials, this requirement includes but is not limited to lifts, machinery, excavators, cranes, loaders, saws, brooms, shovels, scrapers, supports, dumpsters, construction boxes, roll-offs, and trailers. Multiple mobilizations may be needed or expected and will not be treated as extras. **All extra charge work or change orders must receive prior authorization by an authorized representative of the Village in writing to be valid for payment.**
- b) The Contractor is responsible for removal of all construction related debris from the site and its transportation to a location that is licensed to receive such material. All fees associated with the removal and disposal of the debris shall be included in said proposal.
- c) The Contractor is responsible for all on-site security, fencing, and traffic control, if deemed necessary, during the duration of either phase of the project.
- d) The Contractor shall comply with the hours of work regulations of the Village's Municipal Code as well as the various provisions of the Prevailing Wage regulations of the State of Illinois as it relates to construction of public buildings and facilities.
- e) The Contractor is responsible for receiving utility clearances (JULIE) and locations prior to commencing work. The contractor shall comply with the Illinois Underground Utility Facility Damage Prevention Act. In the event that conflicts are identified, it is the

Contractor's responsibility to make the Village aware of the situation prior to the start of any phase of construction and to cooperate with the Village in dealing with the problem.

- f) The Contractor and any sub-contractor is responsible for obtaining a valid contractor's license from the Village of Crete and compliance with all relevant state and local ordinances related to this scope of work. This includes providing liability insurance in the amount of \$1,000,000.00 that also names the Village of Crete and its employees and officers as additional insured. Specific insurance requirements are detailed in Item #17 of this document.
- g) The Contractor's proposal for this project shall be secured by a certified check, bank draft, satisfactory proposal bond or approved letter of credit in the amount of ten percent (10%) of the total proposal price. Proposal security shall be submitted with the proposal and is refundable if unsuccessful.
- h) The Contractor is responsible for providing a performance bond or other suitable guarantee satisfactory to the Village in the amount of the actual proposal price plus 15%. The surety on the bond shall be by a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
- i) The Contractor is responsible for notifying the Village at least 30 days in advance of the start of construction to allow time for the identification, marking and daylighting of underground water and sewer lines that service the property.
- j) The Contractor is responsible for his on-site sanitation and electrical needs.
- k) The Contractor is responsible for maintaining control over litter and debris at the site and leaving the site in a clean and usable condition after the completion of work.
- l) The Contractor is responsible for understanding this scope of work and becoming familiar with the plans and site prior to commencement of work. The Contractor is also responsible for being familiar with all conditions, instructions, and documents governing this project and proposal. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.
- m) The Contractor shall provide a basic management schedule of all major tasks to be completed in sufficient detail to provide the Village with benchmarks that will allow for

easy tracking of progress. The schedule should state the proposed starting date and an estimate date of completion that ties out to the schedule.

- n) By submission of an RFP/proposal, the Contractor agrees to comply with all Village requests for documents pursuant to the Illinois Freedom of Information Act or in the Village's preparing a response to a Freedom of Information Act request.
- o) The Contractor is responsible for any required JULIE notifications.
- p) The Contractor is required to submit, along with their proposal/proposal, a copy of their standard or preferred contract generally used for this type of construction project.

4) Responsibilities of the Village

- a) The Village is responsible for exposing the existing water and sewer lines that will be used to service the new building.
- b) The Village is responsible for providing the grading plan, finished elevations, benchmarks and the overall finished site plan of the project.
- c) The Village is responsible for providing timely guidance concerning unforeseen issues that may be identified during the construction process as well as any incidental question so as to not delay the Contractor's work.
- d) The Village will arrange for electric overhead service to the building site that will service the site after construction is completed.

5) Termination of the Contract

- a) The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. When this contract, or any portion thereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment will be made for the actual amount of work completed. For partially completed items, and no claims for loss of anticipated profits or other damages will be made and will be waived.
- b) Reimbursement for organization of the work and moving equipment to and from the job as a consequence of termination will be considered. Where the Village determines that

the volume of the work completed is too small to compensate the Contractor for these expenses, the compensation will be made on an equitable payment basis to the Contractor.

- c) Termination of the contract will not relieve the Contractor from leaving the premises in a safe and orderly condition.

6) Liquidated damages

- a) There is no Liquidated damages clause anticipated in this RFP.

7) Correspondence

- a) All questions and correspondence relative to this project should be directed to:

Michael E. Smith, Village Administrator
Village of Crete
524 W Exchange Street PO Box 337
Crete IL 60417
Email: mesmith@villageofcrete.org
Phone: Office – 708-672-2731, Cell 708-473-2674

8) Proposal Form

- a) The proposal form for this RFP is found below and must be used in conjunction with this document. The document must be filled out in its entirety. Failure to do so could result in disqualification.
- b) All Contractors are reminded that it is a requirement that this proposal and work be in compliance with the **Illinois Prevailing Wage Act**; the current version of the Village's prevailing wage ordinance was adopted June 13, 2018, and as amended by the Illinois Department of Labor. Not less than the prevailing rate of wages as determined by the Village and the Illinois Department of Labor or as determined by the court on review for Will County shall be paid to all laborers, workers and mechanics performing work under this contract. Contractors are required to furnish certified payrolls for work performed and wages paid.

PROPOSAL SUBMISSION SHEET (USE REQUIRED)

CONTRACTOR PROPOSAL AGREEMENT FORM

The undersigned Contractor, in compliance with your advertisement for proposals for work as specified, and related documents prepared by or at the direction of the Village of Crete, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned Contractor agrees to comply with the requirements of the Illinois Prevailing Wage Act to the extent that this project requires payment of prevailing wages, and understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the Village upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act and the Freedom of Information Act, in accordance with the law.

Contractor certifies this RFP/proposal to be for the project described in the Instruction to Contractors document and to be in accordance with plans, specifications and Contract documents, including the invitation for proposals.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

12) Basis of Payment – Billing, Invoicing and Retention

- a) All work will be paid at the prescribed intervals based upon waivers received for work completed and verified. All billing and invoicing will be done at the completion of all work. There will be retention in the amount of 10% of the overall contract price until it is established that all work is completed to the satisfaction of the Village. Details of the billing process will be established with the Village prior to the commencement of work.

13) Rejection of Proposals:

- a) The Village reserves the right to cancel requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

NOTICE: The Village reserves the right to reject any or all RFP/proposals, to waive any minor informality or irregularity in any RFB/proposal, to negotiate changes and/or modifications with the lowest responsible proposal and to make award to the response deemed to be the most advantageous to the Village. Contractors shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.

- b) Any RFP/Proposal not conforming to the specifications or requirements set forth by the Village in this Request for Proposal may be rejected.
- c) RFP/Proposals may also be rejected if they are made by a party that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

14) Change Orders:

- a) After a contract is awarded pursuant to the Request for Proposal procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without repricing the materials, supplies, services or equipment involved, provided that the change order:
 - i) Is not of such a size or nature as to undermine the integrity of the original proposal, and
 - ii) Is germane to the original contract; and

- iii) Does not exceed twenty percent (20%) of the contractor amount; and is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$15,000.00).

15) Construction Contracts:

- a) Upon receipt of the performance bond, the Village will return the proposal bond to the Contractor.
- b) The Contractor must comply with all applicable laws prerequisite to doing business in the state and with a non-Home Rule municipality.
- c) The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- d) The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- e) The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- f) The Contractor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If, at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Administrator or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
- g) The Contractor must provide an affidavit indicating all incomplete work under Contract and all pending Contracts, along with a schedule of the expected completion of each such contract.

16) Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively

the “Indemnitees”) harmless from and against all loss and expense (including, but not limited to, reasonable attorney’s fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. To the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker’s Compensation acts or other employees benefit acts.

17) Insurances

The Contractor shall, at the time of execution of the contract, file with the Village of Crete certificates of his insurance as required herein. Each policy shall be satisfactory to

the Village of Crete and shall bear an endorsement precluding the cancellation or reduction in coverage without giving the Village of Crete at least 30 days prior notice thereof in writing. The certificates of insurance shall be submitted in a form acceptable to the Village of Crete.

CONTRACTOR'S BOND(S) AND INSURANCE

Upon the award of a contract, the successful Contractor will be required to furnish to the Village of Crete a satisfactory performance and payment bond/bonds for the **full amount of the contract plus 15%**. The bonds must be secured by a surety company acceptable to the Village of Crete, conditioned upon the faithful performance of all covenants, stipulations, terms and Contractor under this contract.

Contractor shall procure and maintain for the duration of the contract 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.

A. Minimum scope of insurance coverage shall be at least as broad as:

1. Insurance services office commercial general liability occurrence form cg 0001 (ed. 11/85) with the Village of Crete named as additional insured; and
2. Owners and contractors protective liability (ocp) policy (if required) with the Village of Crete as insured; and
3. Insurance service office business auto liability coverage form number ca 0001 (ed. 10/90 or newer), symbol 01 "any auto."
4. Workers' compensation as required by the labor code of the state of Illinois and employers' liability insurance.

B. Minimum limits of insurance contractor shall maintain limits no less than:

1. 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 or a project/contract specific aggregate of \$1,000,000.

2. Business automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' compensation and employers' liability: workers' compensation coverage with statutory limits and employers' liability limits of \$1,000,000 per accident.

C. Deductibles and self-insured retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Crete. At the option of the Village of Crete, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Crete, its officials, agents, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other insurance provisions

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

1. General liability and automobile liability coverages
 - a. The Village of Crete, its officials, agents, employees and volunteers are to be covered as insureds as respects: 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 of Crete, its officials, agents, employees and volunteers.
 - b. The contractor's insurance coverage shall be primary as respects the Village of Crete, its officials, agents, employees and volunteers. Any insurance for self-insurance maintained by the Village of Crete, its officials, agents employees, and volunteers shall be excess of contractors; 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 of Crete, its officials, agents, employees and volunteers.

- d. The Contractor's insurance shall contain a severability of interests/cross liability clause or language stating that contractor's insurance shall apply separately to each insured whose claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Workers' compensation and employers' liability coverage
- f. The insurer shall agree to waive all rights of subrogation against the Village of Crete, its officials, agents, employees and volunteers for losses arising from work performed by contractor for the municipality.

2. 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 to written notice by certified mail, return receipt requested, has been given to the Village of Crete.

E. Acceptability of insureds

Insurance is to be placed with insurers with a Best's rating of no less than A-, and licensed to do business in the state of Illinois.

F. Verification of coverage

Contractor shall furnish the Village of Crete with certificates of insurance naming the Village of Crete, its officials, agents, employees, volunteers, as additional insureds, and with original endorsements affecting coverage required by this clause. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village of Crete before any work commences. The Village of Crete reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifies and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

I. Indemnity/hold harmless provision

To the fullest extent permitted by law, the contractor hereby agrees to defend, indemnify and hold harmless the Village of Crete, its officials, agents, employees, volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, cost and expenses, which may in anywise accrue against the Village of Crete, its officials, agents, employees, volunteers arising in whole or in part or in consequence of the performance of this work by the contractor, its employees, or subcontractors, or which may in any case result thereof, except that arising out of the sole legal cause of the Village of Crete, its officials, agents, employees, volunteers, the contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith and if any judgement shall be rendered against the Village of Crete, its officials, agents, employees, and volunteers, in any such action, the contractor shall, at its own expenses, satisfy and discharge the same.

APPENDIX "A"

As an aide to submitters, the Village is providing the attached list of items that are intended to help guide them in preparing their submittal. This list is not meant to be all inclusive or a substitute for information that should be contained on the final submitted plans.

Specification Assistance List

Answers to questions regarding any of the items in this document will be shared with all submitters.

1. Tank style toilets
2. 200 amp 40 breaker electrical service w/one 100 amp sub panel
3. Wiring to accept an on-site emergency generator supplied by the VOC
4. Exterior color choices shall be offered prior to construction
5. Village will provide the grading plan for the building and parking area
6. Smooth finish concrete floors in bay area
7. Commercial grade floor tile in office area
8. Exterior window schedules will be provided stating number location size and style of windows with a minimum of 5 in the office areas and 4 in the garage bay area.
9. Two HVAC natural gas units to be located in mezzanine area
10. Wiring for low voltage, cable and data to be included
11. Insulated overhead doors with electric openers
12. Interior and exterior door schedule shall be provided describing the style, size, material and features of all doors in the building. Solid core doors are required in office areas.
13. Mezzanine area to be floored with ¾" TG plywood finished one side
14. Mezzanine knee wall, access opening and stairs to be designed in conjunction with Owners Rep. prior to the start of construction.
15. Mezzanine load design should be 125 PSF
16. Drywall ceilings and walls with option for using suspended ceiling tiles
17. Bollards will be supplied and installed on either side of garage door openings
18. Natural gas fired forced hot air blowers to heat the bay floor area.
19. MEDCO brand exterior man door lock sets
20. LED lighting throughout unless otherwise specified
21. Tank-less gas fired water heater(s) sufficient to meet the expected demand at all locations

**LEGAL NOTICE
INVITATION TO
SUBMIT
PROPOSAL**

EMA BUILDING FACILITY LOCATED AT 280 W EXCHANGE ST CRETE, IL

The Village of Crete, Illinois is soliciting Requests for Proposals(RFP) for construction of one commercial building to serve as the Headquarters of the Village of Crete Emergency Management Agency (EMA) and all related improvements thereof located at 280 W Exchange Street, Crete, IL 60417. The work is to be completed on a mutually agreeable time schedule, but in no case later than September 30, 2019. Sealed proposals must be mailed or hand-delivered to the address listed below by Thursday, February 28, 2019 at 10:00 AM. Proposals will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 AM, Thursday, February 28, 2019 will be returned, unopened to the firm. All proposals should be addressed to and marked as shown below:

Village of Crete - EMA Building Proposal
Attention: Village Clerk
524 W Exchange Street
Crete IL 60417

Proposal packets, including specifications and forms are available for pickup at the Village Hall located at 524 W Exchange Street Crete IL 60417 during normal business hours.

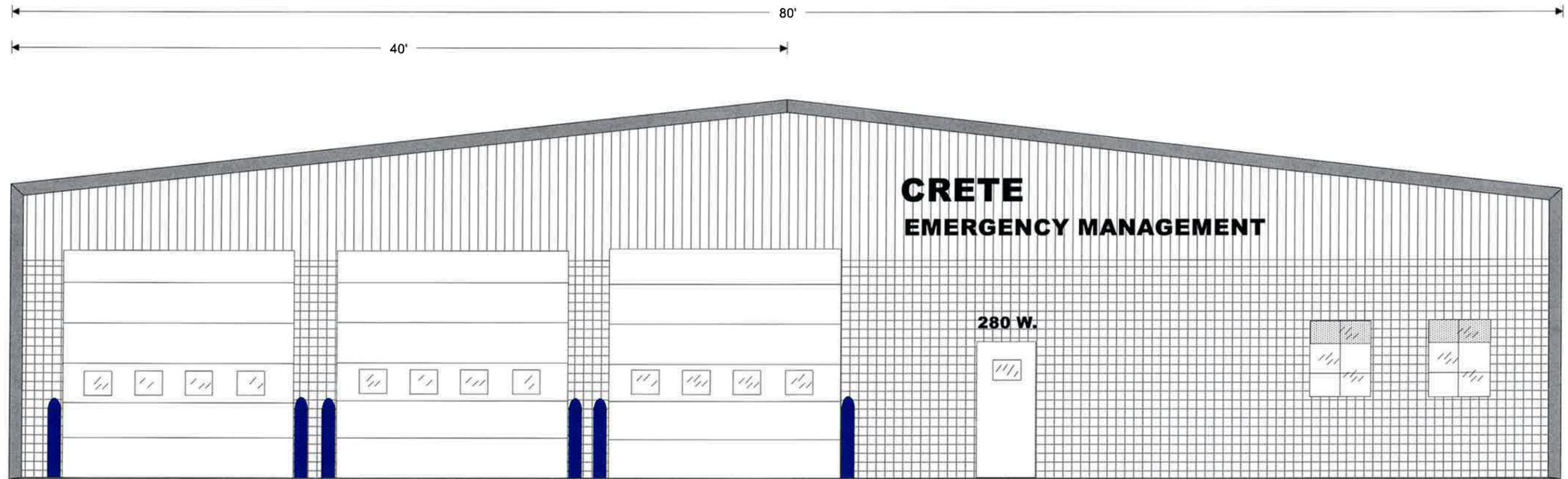
Each contractor is to physically submit their proposal as indicated in the Specifications. Emailed or faxed proposals will not be accepted.

The successful party will enter into a contract with the Village substantially in the form set forth in the specifications.

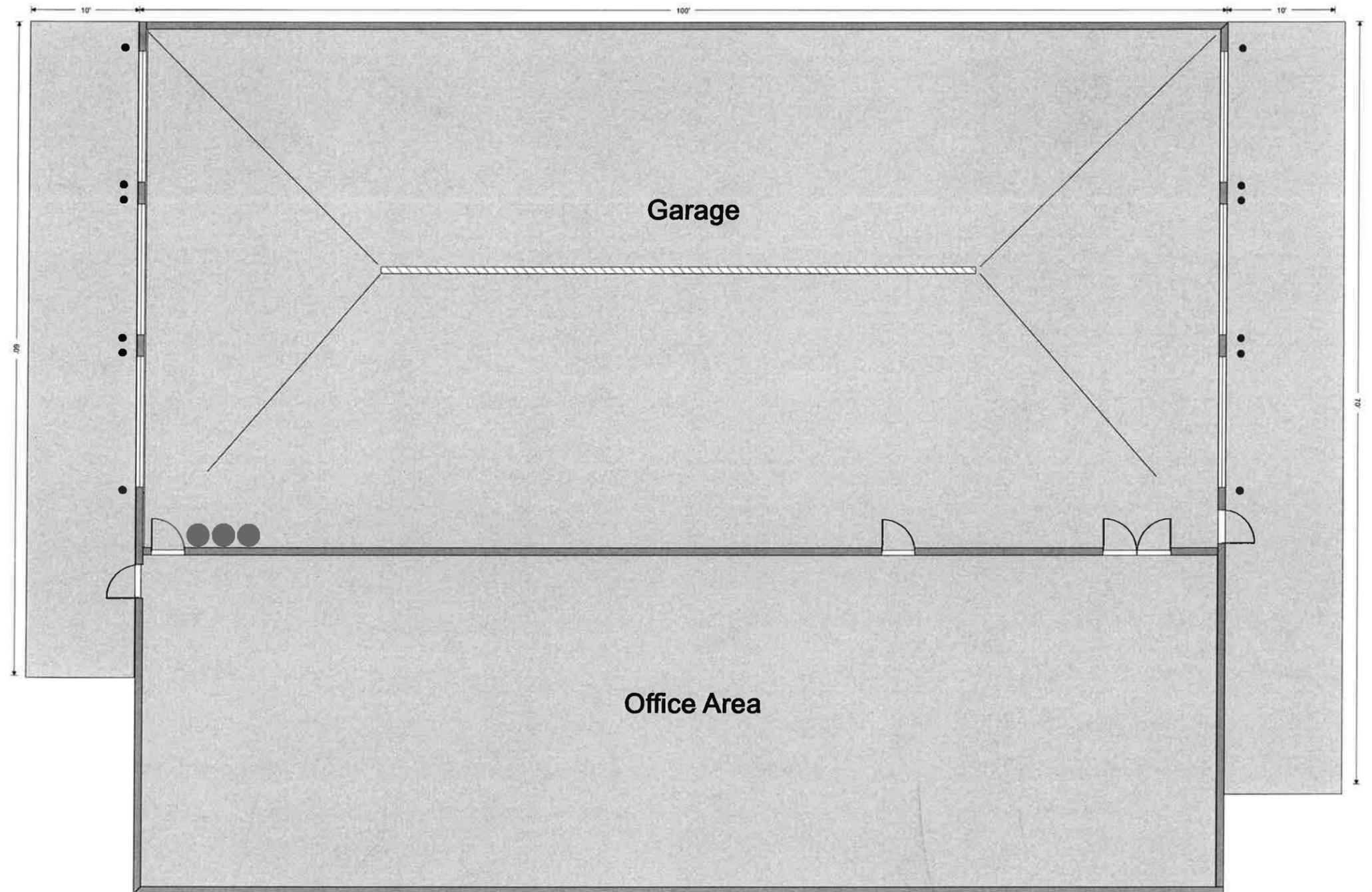
The Village reserves the right to reject any or all RFP/proposals and to waive any informality in process.

Award of Contract: The Village of Crete President and Board of Trustees will make the final award of the proposal and contract and reserve the right to reject any and all proposals.

Submitters may attend a site visit and pre-proposal meeting: Thursday, January 31, 2019 at 10:00 am at the Village Hall located at 524 W. Exchange Street Crete IL 60417

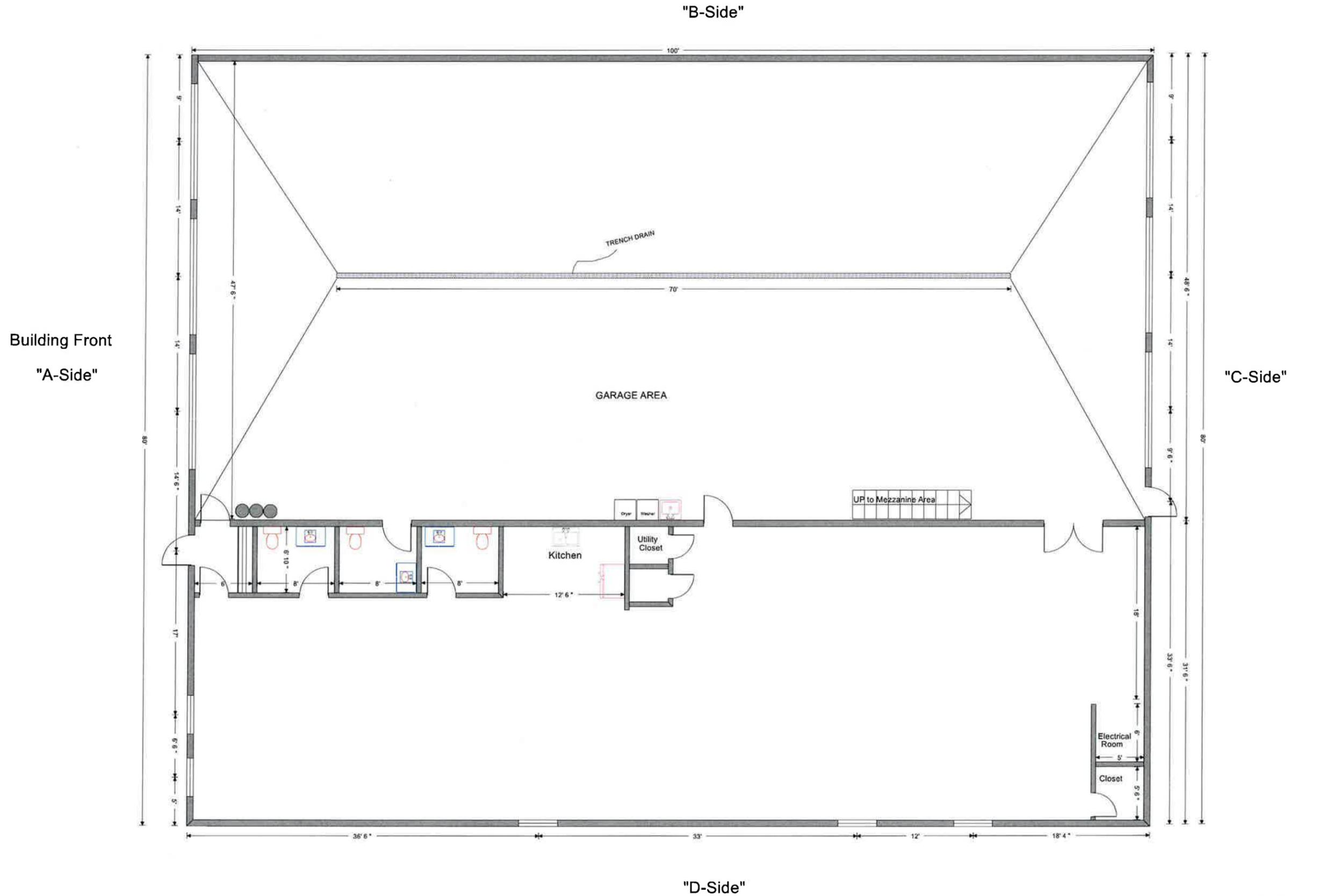


Front (North) Elevation



← N

Concrete Plan



← N **Drainage Plan**

