

PROPOSAL REQUEST FOR CITY OF ZION

The City of Zion is requesting proposals for the Restoration of the Historic Dome to be performed at:

- Northeast corner of 26th & Sheridan Road Zion, Illinois 60099

General Proposal Directions

- List name, address and telephone number of the company submitting the proposal.
- List name, address and telephone number of each owner of the company.
- All proposals shall be submitted to the City Clerk's Office, City Hall, 2828 Sheridan Road, Zion, Illinois 60099 by no later than 10:00 a.m. August 14, 2017
- Attach to the proposals a certificate of insurance showing that the company has current Business Liability Insurance.
- On site visit will be on August 11, 2017 at 10 am to 10:30 am with any questions regarding work to the Historic Dome Contact Robert Surano at 847-746-4026
- The City reserves the right to reject any or all proposals.

SCOPES OF SERVICES

The successful CONTRACTOR shall furnish supervision, labor, tools, equipment, materials, etc. necessary to complete this proposal for the CITY OF ZION.

PART 1. GENERAL PROVISIONS

1.1 ADMINISTRATION AND ADDITION WORK

This contract will be under the direct administration of the Director of Building or his authorized representative. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the CITY and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by prior written agreement.

1.2 WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the CITY. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

1.3 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. Any practice deemed to be obviously hazardous in the opinion of the CITY shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA, IDOL, and other Federal and State safety standards.

1.4 OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The CONTRACTOR at all time during the term of this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

The CONTRACTOR shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment as further detailed in this specification.

1.5 WORKING HOURS

The CONTRACTOR will be allowed to schedule his work hours during normal working hours unless arrangements with the CITY have been made otherwise. Work during other hours will be allowed only on an emergency basis and must receive authorization by the CITY.

1.6 CLEANUP AND DISPOSAL

For work operations, all debris shall be cleaned up each evening before the work crew leaves the site. Areas are to be left in a condition equal to that which existed prior to the commencement of operations.

1.7 LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

1.8 SUBCONTRACTS

The CONTRACTOR will not be allowed to subcontract work under this contract unless prior written approval is granted by the CITY. If prior approval is received the SUBCONTRACTOR shall be bound by the conditions of the contract between the CITY and the CONTRACTOR. The authorization of a SUBCONTRACTOR requires the SUBCONTRACTOR to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

1.9 SEPARABILITY

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

1.10 LEGAL RESPONSIBILITY AND INSURANCE

A. Notice to Proceed

The CONTRACTOR and SUBCONTRACTORS shall not commence work under this contract until a notice to proceed has been provided by the City.

B. Additional Insured

The CONTRACTOR shall furnish one (1) copy of a Certificate of Insurance issued by an insurance carrier, with the CITY named as an additional insured for coverage, other than Worker's Compensation and Employer's Liability coverage. This Certificate of Insurance shall reflect the actual amount of insurance in force.

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The CONTRACTOR shall furnish one (1) copy of a Certificate of Insurance issued by an insurance carrier, with the CITY named as an additional insured for coverage, other than Worker's Compensation and Employer's Liability coverage. This Certificate of Insurance shall reflect the actual amount of insurance in force.

D. Accident Notification

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the CITY and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the CITY with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

E. Indemnity Agreement

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and save harmless the CITY OF ZION and their officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the CITY may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of CONTRACTOR under this contract, including operations of SUBCONTRACTORS; and the CONTRACTOR shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the CITY in any such act, the CONTRACTOR shall, at his or her own expense, satisfy and discharge same. CONTRACTOR expressly understands and agrees that any performance and or insurance protection required by the contract, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY as herein provided.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.

F. Policy Cancellation/Change Notice

The CONTRACTOR shall furnish a certified copy of the policy(s) to the CITY upon request. The policy(s) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty

(30) days after the CITY has received written notice from the insurance company(s). Such notice shall be mailed to the CITY in care of the CITY CLERK, 2828 Sheridan Road, Zion, Illinois, 60099.

F. Types and Amounts of Insurance

1. Worker's Compensation and Worker's Occupational Disease. Workmen's Compensation limits of coverage shall be as required by law in the State of Illinois. This shall include coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work under this contract.
2. Employer's Liability
3. Comprehensive General Liability for Bodily Injury and Property Damage
4. Business Automobile Liability
5. The contractor and subcontractors will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind or nature, including but not limited to tools, equipment, forms, scaffolding, canvasses, tarpaulins, miter and temporary structures including their contents.
6. All policies of insurance purchased or maintained in fulfillment hereof shall name the City as an additional insured thereunder and the CONTRACTOR shall provide Certificates of Insurance evidencing the coverage's and the addition of the City as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

Nothing contained in these insurance requirements is to be construed as limiting the liability of the CONTRACTOR, the liability of any SUBCONTRACTOR of any tier or their respective insurance carries. All the insurance required of the CONTRACTOR shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insured with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage, which is applicable to the loss, it shall be on an excess or contingent basis.

1.11 PREVAILING WAGE

All laborers, workers and mechanics employed in performance of the contract will be paid no less than the general prevailing rate of hourly wages for work of a similar character on public works in Lake County. These prevailing rates of wages are included in this contract.

The CONTRACTOR will make his payroll records available for inspection by City representatives, and will permit such contracting officer or representative to interview employees during working hours on the job. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the City, the revised rate, to be provided by the City, shall apply to this contract.

PART 2 PERFORMANCE AND PAYMENT

The CONTRACTOR shall faithfully perform all work as set forth in these specifications. If the CONTRACTOR fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the CITY reserves the right to withhold authorization of Request for Payment of completed work until such time that performance has been improved or the dispute resolved.

PART 3- FORFEITURE

The CITY retains the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal for neglect of the CONTRACTOR to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the CONTRACTOR to proceed with the work in accordance with the requirements and conditions of the specifications. At least the (10) days prior to the date that the CONTRACTOR will be declared in default of the contract, the CITY shall give written notice by certified mail to the CONTRACTOR. This notice shall state the reasons that the CONTRACTOR is being declared in default and may also include suggested steps that the CONTRACTOR should take to remedy the occurring problems and comply with the conditions of the contract. Failure by the CONTRACTOR to correct the stated deficiencies within the notice period shall result in the CONTRACTOR being declared in default of the contract. Issuance of the notice by the CITY shall be indication of the intentions of the CITY to take the work out of the control of the CONTRACTOR and to relet the said work to other contractors.

The cost of fully completing all the work and all expense of every kind incurred by the CITY in completing the contract shall be charged to the CONTRACTOR and shall be deducted and paid by the CITY out of such monies as may be due or may become due to said CONTRACTOR. Any deficiencies of monies required to complete the contract by others shall be paid to the CITY by the CONTRACTOR forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the CITY to declare the contract in default, such default shall in no case relieve the CONTRACTOR or his bondsman of any of the conditions of the contract.

PROOF OF INSURABILITY
(to be prepared by contractors Insurance Agent)
(To be submitted with proposal)

PROPOSAL SUBMITTED BY: _____

CONTRACTOR _____

ADDRESS _____

PHONE _____

I, being duly sworn, do hereby acknowledge that I have read and understood the insurance specifications herein and agree and affirm that the above listed contractor is eligible for and can obtain and supply the appropriate insurance per the specifications contained in the contract documents for this project.

Subscribed and sworn to

Before me this _____

Of _____, 2017

Signed _____
(Insurance Agent)

Date _____

Insurance Co. _____

Notary Public _____

Address _____

Phone ~~~~~

CITY OF ZION
TAX COMPLIANCE AFFIDAVIT

_____ being first duly sworn,

deposes and says: they are _____
(partner, officer, owner, etc.)

of _____
(contractor)

Check the Statement that applies:

_____ 1. The individual or entity making the foregoing proposal or bid certifies that he or she is not barred from contracting with the City of Zion because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

_____ 2. The individual or entity making the foregoing proposal or bid certifies that such individual or entity has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.

The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

(Name of contractor if the contractor is an Individual)

(Name of Partner if the contractor is a Partnership)

(Name of Officer if the contractor is a Corporation)

Title: _____

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to the ____ day of _____, 20__.

Notary Public