TOWN OF CORTLAND
CORTLAND, ILLINOIS

REQUEST FOR PROPOSALS
ENVIRONMENTAL ASSESSMENT OF RESIDENTIAL AND ACCESSORY STRUCTURE LOCATED AT:
86 SOUTH SOMONAUK ROAD, CORTLAND, IL 60112

SCOPE OF WORK SHALL INCLUDE THE FOLLOWING:

1. Provide complete environmental assessment/testing for upcoming demolition of structure(s).
2. Provide complete report on findings of the environmental assessment.
3. If necessary, provide for the remediation of environmental materials from the structure(s) with requisite post-remediation testing.
4. Provide "All Clear" report to the Town of Cortland.
5. Provide on-site professional to oversee the demolition and deal with any unforeseen environmental issues that may arise during the demolition.

REQUIREMENTS:

1. The Environmental Professional shall be responsible for providing all services listed above.
2. All work shall be completed in conformance with the Davis-Bacon Wage Act.
3. The Environmental Professional shall provide documentation of insurance acceptable to the corporate authorities for commercial general liability insurance, automobile liability for owned, non-owned and hired vehicles, and workers' compensation.
4. Contractor shall be responsible for all testing and removal/disposal fees for the environmental materials.

EXCLUSIONS:

1. The Environmental Professional shall not be responsible for the demolition of the structure(s).

SCHEDULE:

1. **Friday, April 10, 2015, 3:00 p.m.**: bids due.
2. **Tuesday, April 14, 2015**: Environmental Assessment/Testing completed.
3. Thursday, April 16, 2015: Any required remediation completed.
4. Receipt of "All Clear" report anticipated on or about **Monday, April 20, 2015**.
5. Oversight of demolition slated to begin on or before **Tuesday, May 5, 2015**.
6. Final Cost Invoice submitted by Environmental Professional on or about Wednesday, May 20, 2015.

SEALED PROPOSALS SHALL BE DELIVERED TO: TOWN HALL AT 59 SOUTH SOMONAUK ROAD, CORTLAND, IL 60112.

ADDRESSED TO: Code Official Barbara J. Dettmer, MCP
DEMOLITION PROPOSAL
59 SOUTH SOMONAUK ROAD
P. O. Box 519
CORTLAND, IL 60112-0519

RFP Number: C20150401

RECEIVED BY: 3:00 P.M., Friday, April 10, 2015.

TOWN OF CORTLAND, ILLINOIS
REQUEST FOR PROPOSAL CONDITIONS

1. Pricing. The Environmental Professional shall insert price for all proposed items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the Town of Cortland with no additions.

2. Prompt Payment Act. The Town of Cortland intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices.

3. W-9 Request For Taxpayer Identification Number. Prior to issuance of a purchase order, the successful contractor, will be required to supply the Town of Cortland with a Federal W-9 "Request for Taxpayer Identification Number and Certification." Failure to comply with this requirement will be considered a violation of contract terms, for which the Town may bar the vendor from bidding for a period of up to three years.

4. Legal Compliance. The contractor awarded this work will comply with all Federal, State, County, and Town laws, ordinances, rules and regulations, which in any manner affect the product or service placed for proposal herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the town becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded contractor, it reserves the right to reject any proposal, cancel any contract, and pursue any other legal remedies deemed necessary.

5. Legal Requirements. This contract sets forth the entire final agreement between the Town of Cortland and the contractor and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of DeKalb County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

6. Safety. Prevention of accidents at any project is the sole responsibility of the awarded contractor and its subcontractors, agents, and employees. The awarded contractor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of it subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded contractor.

7. Criminal Background Check. When necessary for the protection of citizens and/or Town staff, the Town may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with Town facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the Town of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the Town's discretion, personnel with any felony

or misdemeanor convictions which raise a concern about the safety of building, property, or Town staff/resident's personal security, or is otherwise job related (as determined by the Town) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

8. Control of the Work. With respect to the awarded vendor's own work, the Town shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for testing/remediation means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The Town shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The Town shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

9. Taxes. No charge will be allowed for taxes from which the Town of Cortland, Illinois is exempt. The Town of Cortland, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Town is exempt from the Federal Excise and Transportation Tax.

10. Withdrawal of Proposals. Firms may withdraw or cancel their proposal at any time prior to the proposal opening. After the opening time, no proposal shall be withdrawn or cancelled. All proposals shall be firm and valid for a period of sixty (60) calendar days. If a contractor to whom a contract is awarded refuses to accept the award, the Town may, at its discretion, suspend the bidder for a period of time up to three (3) years.

11. Subcontracting. The contractor shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested. The awarded vendor may not subcontract any portion of the contract after award without written consent of the Town of Cortland. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

12. Termination of Contract. The Town of Cortland reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Town Board does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the Town may purchase the service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The Town may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the Town reserves the right to remove the firm from the Town's bidder list for a period of up to three years.

13. Late Proposals. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery

at the designated office by the designated time. Late proposals will not be opened and may be returned to the awarded vendor at their request and expense.

14. EEO Requirement. Each firm shall be required to be in compliance with Equal Employment Opportunity and Affirmative Action Laws. All subcontractors shall also be required to comply with the same EEO laws.

15. Restrictive or Ambiguous Specifications. It is the responsibility of the contractor to review the request for proposals specifications and to notify the Code Official if the specifications are formulated in a manner that would unnecessarily restrict competition.

16. Exceptions. Any deviations from these specifications shall be noted and submitted with the proposal. Failure to address deviations from specifications may result in proposal rejection.

17. Acceptance/Rejection of Proposals. The Town of Cortland reserves the right to accept or reject any or all proposals at any time, for any reason, including but not limited to the Town of Cortland not appropriating sufficient funds to purchase equipment or complete the contract. The Town may make awards in any manner deemed in the best interest of the Town.

18. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

19. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly.

20. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the Town a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

21. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Town, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Town against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with

such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the Town pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves, as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the Town for its own negligence.

22. Officers. Each contractor affirms, by submission of a response to this request for proposals, that no officer of the Town of Cortland, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

23. Non-Waiver. The failure by the Town to require performance of any provision shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. Professional Services Selection Act. The Town of Cortland intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection, do not apply for services covered by said act.

25. The Town of Cortland reserves the right to accept or reject any and all proposals and to waive technicalities in submitted proposals.

SPECIFICATIONS

1.0 Scope.

The Town of Cortland requests proposals from qualified companies to provide all labor, materials, equipment, and supplies necessary for the demolition of the identified property.

2.0 General Requirements.

2.1 Vendor Qualifications. All work shall be done in a workmanlike manner, in compliance with all local, state and federal codes applicable thereto, and said work shall be performed by workmen trained and skilled in the craft involved.

2.2 Basis of Award. The contract will be awarded to a responsible and responsive contractor. The Town reserves the right to request any information necessary to determine a vendor's ability to complete the work desired. This may include standard specification information and references from other clients. If these information requests are denied, the Town reserves the right to reject the proposal.

2.3 Examination of Site. Contractors shall carefully examine the project site(s) to eliminate misconceptions, verify dimensions, elevation, working conditions, transportation and storage facilities. Contractors shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the contractor be entitled to any extra compensation for his/her failure to verify conditions at the site. No exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for his/her failure to verify conditions at the existing site.

The Town assumes no responsibility for the condition of existing buildings and/or structures or their continuance in the condition existing at the time of issuance of the contract price or allowance for any change in conditions which may occur after issuance of the Request for Proposals has been issued will be made.

2.4 Insurance Requirements. The insurance coverage requirements include commercial general liability and automobile liability for owned, non-owned, and hired vehicles with the Town of Cortland as an additional insured, employer's liability insurance and workers compensation to statutory limits. The insurance coverage required shall be of sufficient type, scope and duration to ensure coverage for the Town for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the contract. The insurance requirements shall apply to the successful firm for the duration of the contract.

2.5 Permits and Notices. The Environmental Professional will, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the Town; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the Town of Cortland from any expense incurred

thereby. After obtaining permit for remediation, the Environmental Professional shall request and have all required inspections conducted by the Department of Building Safety.

The Environmental Professional will comply with all laws and regulations of any public authority having jurisdiction over the work.

2.6 Temporary Structures. The Environmental Professional shall, if needed, furnish and erect any and all temporary structures necessary for the proper and safe conduct of the work

2.7 Liquidated Damages. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall pay to the Town liquidated damages for each calendar day delay in the amount of $200 per day. The Town may terminate this contract in whole or part as provided in the default provisions. In that event, the Contractor will be liable for such liquidated damages accruing until such time as the Town may reasonably obtain performance of similar services.

2.8 Payment. All work included in these specifications and related necessary tasks to prosecute this work to completion and to the satisfaction of the Town of Cortland shall be limited to the total proposal price. Contractors must submit dump receipts for each site as part of their payment request.

3.0 Detailed Specifications.

3.1 Environmental Assessment/Remediation. The Environmental Professional shall conduct all necessary assessments and testing of the structures for regulated environmental materials. A report of the findings of this assessment shall be provided to the Town of Cortland.

If it is found remediation of regulated environmental materials is required, the Environmental Professional shall remediate and retest until an "All Clear" report can be provided to the Town of Cortland. Said "All Clear" report shall be submitted to the Town of Cortland as soon as the "clear" test results are available.

3.2 Inspection. The successful bidder shall request all on-site inspections as the Town of Cortland Department of Building Safety deems necessary.

3.3 Removal of Environmental Material. The Environmental Professional shall remove waste resulting from the remediation work. Dump receipts must be retained and submitted to the Town of Cortland within 7 days of completion of the remediation.

3.4 Environmental Debris Disposal. The Environmental Professional will be responsible for all disposal fees.

3.5 Dump Location. **Each Environmental Professional shall provide with their proposal the location where the debris from this demolition will be dumped. State licensed site(s) for dumping hazardous waste must be listed**.

3.6 Completion of Remediation. Remediation shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified