

REQUEST FOR PROPOSAL

O'Fallon City Cemetery Improvements

O'FALLON, ILLINOIS

January 4, 2022

**CITY OF O'FALLON
PARKS AND RECREATION**

REQUEST FOR PROPOSAL

The City of O'Fallon, St. Clair County, Illinois, is requesting proposals for the **City Cemetery Improvements**. Proposals are due on **Tuesday, January 24, 2023** at the office of the City Clerk in the City Hall, in the City of O'Fallon, Illinois.

Contractors interested in submitting a proposal may ask questions in writing to City pertaining to the drawings. Last day for questions shall be 4 days prior to the proposal due date. Answers will be given to questions 2 days prior to the proposal due date. Do not call City or designers (unless otherwise requested by the City)

No less than prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workers employed in construction on this project.

No Bidder may withdraw his bid for a period of thirty (30) days after the actual date to the opening thereof. The City of O'Fallon, Illinois, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

CITY OF O'FALLON, ILLINOIS

By: Jerry Mouser, City Clerk

SPECIAL PROVISIONS

City Cemetery Improvements

DESCRIPTION OF WORK:

Plaza and pathway improvements to the central part of the O'Fallon, IL City cemetery.

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in the accomplishment of this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates.**

EXAMINATION OF SITE: All Bidders shall visit the project site prior to the proposal due date to determine such details of construction necessary to fully complete the project.

GUARANTEE: The Contractor shall guarantee all work furnished in the construction of the project to be free from defect resulting from faulty material or workmanship for a period of one year from the date of final acceptance and final payment of the project.

SAFETY AND PROTECTION: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The entire work site shall be cordoned off, accessible only to the Contractor and City personnel. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons and organizations who may be affected thereby;
- All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the

Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City of O'Fallon or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of The Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the City of O'Fallon has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the City of O'Fallon.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City of O'Fallon, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the City of O'Fallon prompt, written notice if the Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the City of O'Fallon determines that a change in the contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variations.

PERMITTING: Prior to beginning the work, the Contractor must obtain all necessary permits from the City of O'Fallon and all other agencies.

INDEMNIFICATION: To the fullest extent permitted by laws and regulations the Contractor shall indemnify and hold harmless the City of O'Fallon, their agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the City of O'Fallon's architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party.

In any and all claims against the City of O'Fallon or any of their consultants, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such

subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the City of O'Fallon or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

The Contractor will be required to obtain protective liability insurance that includes the terms of these indemnity provisions and name the City of O'Fallon as additional insured.

PROJECT COORDINATION & ADMINISTRATION: A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the City. All work will be scheduled through the Department of Parks and Recreation. Contractor must present a preliminary work schedule at the pre-construction meeting.

TERMS: All invoice submitted for payment shall be paid **Net 30**.

To further assure timely completion of the work, restoration, and clean-up of the project site, 10% of the payment due to the Contractor shall be retained until the project is successfully completed and all punch list items are adequately addressed.

COMPLETION TIME: April 15, 2023

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES: It is the Contractor's responsibility to determine the existence and location of all underground facilities, structures and utilities and to protect them from damage during construction and disconnection.

PROTECTION OF EXISTING FACILITIES: The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, parking areas, landscaping, lawns and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, both on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.

DISPOSAL OF MATERIALS: All materials for disposal shall be removed from the site and properly disposed of at locations provided by the Contractor. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed.

SEEDING, FERTILIZER AND MULCH: Seeding, fertilizing and mulching for this location will be completed by the City of O'Fallon, IL.

PROPOSAL

City Cemetery Improvements

O'FALLON, ILLINOIS

To: The Mayor and City Council
City of O'Fallon, Illinois

The undersigned, having familiarized (himself) (itself) (themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Request for Proposal, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, etc., and with the plans, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the **City Cemetery Improvements** for the City of O'Fallon, Illinois, all in accordance with the Plans and Specifications issued thereto and acknowledged herein, for the lump sum of:

LUMP SUM:.....(\$ _____)

PROPOSAL

If awarded this contract, the undersigned agrees to commence work on a mutually agreeable schedule with the City of O'Fallon, IL after award of the contract, and to complete the work by **April 15, 2023**.

BIDDER - COMPANY NAME

ADDRESS

CITY / STATE / ZIP

BY:

TITLE

DATE

PROPOSAL

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the CITY OF O'FALLON whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any person, in any way or manner, for any of the proceeds of the contract sought by this bid.

BIDDER - COMPANY NAME

BY: _____

ADDRESS

TITLE

DATE

CITY / STATE / ZIP

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____
NOTARY PUBLIC

NOTE: Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.