

**CITY OF PEORIA  
C O N T R A C T**

21-21

This agreement, made and entered into this 1<sup>st</sup> day of January, A.D., 2022 by and between the City of Peoria, a municipal corporation, party of the first part, and JIMAX Corp., 3545 SW Jimax Place, Peoria, IL 61605, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

JIMAX will perform demolition services in accordance with proposal, and specifications attached starting January 1, 2022 at the rates specified in the attached proposal # 21-21.

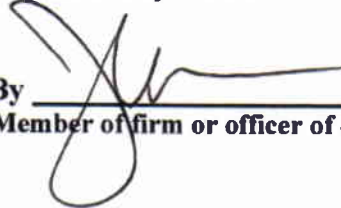
This contract will end December 31, 2023.

**THE CITY OF PEORIA**

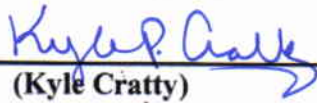
By   
City Manager

**PARTY OF THE SECOND PART**

Jimax Corporation

By   
(Member of firm or officer of corporation)

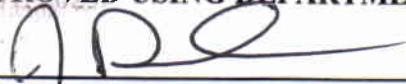
**APPROVED FINANCE DEPARTMENT**

By   
(Kyle Cratty)

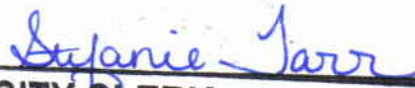
**APPROVED LEGAL DEPARTMENT**

By   
(Chrissie Kapustka)

**APPROVED USING DEPARTMENT**

By   
(Joe Dulin)

**ATTEST:**

  
CITY CLERK



## Legislation Text

---

File #: 22-003, Version: 2

---

### **ACTION REQUESTED:**

Communication from the City Manager and Community Development Director with a Request to APPROVE a CONTRACT with JIMAX, for Demolition of Residential Properties.

**BACKGROUND:** The City of Peoria has committed to an aggressive demolition program as a pillar of the land banking process removing blight from neighborhoods and eliminating major public safety hazards.

As the Community Development Department continues to demolish dangerous and unsafe structures, the need for demolitions continues to grow. The City of Peoria has three avenues to obtain a demolition order or proceed to demolish a structure.

The first avenue is to file a case through the Circuit Court system and present a case that shows the property is a demolition candidate. The private property owner can ask the court for a time extension to bring the property into code compliance. If they do not, the judge will issue a demolition order to the City of Peoria. The City does not own the property but has permission to pursue a demolition. Before the demolition occurs, the City has a salvage contractor go through the property and remove any items that could be salvaged. The City of Peoria then makes every attempt to collect the cost of the demolition from the private property owner. Due to COVID and previous lack of funding, the City has not been able to process many demolition cases over the last few years. The City hopes to start more aggressively obtaining demolition orders over the next two years.

The second avenue is to present a case to the Circuit Court to have a property declared abandoned. If the property meets the three abandoned property requirements, (property's condition impairs public health, safety, or welfare, property is vacant and abandoned, and the property has two years of unpaid property tax) the City asks the judge to declare the property as abandoned. The City of Peoria then becomes the deed holder of the property. Staff does a thorough inspection of the property to determine if the property could be sold and rehabbed by a private property investor. Historically, about approximately 98% of properties obtained through this process are too far deteriorated to be rehabbed. A change to the statute in 2022 has clarified that a property that is impairing health and safety can be deeded to the City, which may raise the success of returning a building to a private owner. If the property cannot be saved, the salvage company is brought in to salvage remaining items. The property is then demolished by the City of Peoria and added to the Public Works mowing rotation to be maintained until a future use is determined.

The third avenue is an emergency demolition. For an emergency demolition to occur, it must be determined by the Building Official that the property is in imminent danger of collapse and poses an immediate health risk to residents in the City of Peoria.

The City has currently budgeted \$1,000,000 in American Rescue Plan funds for demolitions of property in 2022 and 2023. This will allow the City to do about 90 demolitions each year. The Community Development Department currently has about 55 properties ready for demolition with approximately 150 properties working through the court system.

The City budgeted \$150,000 for emergency demolitions for 2022 in the general fund.

In addition to the funds identified above, the Community Development proactively looks for grant opportunities to expand the demolition program. Over the last few years, the Department has obtained about \$1.5 Million in

federal and state grants for additional demolitions. The Department will continue to look for these opportunities going forward.

The demolition contract provides for a contractor to provide the City with demolition services. This includes emergency demolitions when required.

The Purchasing Division issued a request for proposal (RFP) for the contract and proposals were opened on December 3, 2021.

The City received two (2) proposals for this contract. Proposals were graded based on the following scale by individuals from the Finance and Community Development Departments:

- Approach to Project (35 Points)
- Previous Experience (20 Points)
- Pricing (25 Points)
- MBE/WBE Participation (20 points)

Residential Demolition #21-21			
Vendor	MAX SCORE	Jimax	River City Demolition
Total	400	360	354

JIMAX has been the primary contractor for the City of Peoria Community Development Department for residential demolitions over the last several years. They have done a good job executing the contract and a valuable partner on other neighborhood projects throughout the City of Peoria. JIMAX has indicated their workforce will be made up of fifty percent (50%) minorities who primarily live in the neighborhood where the work is being executed. The Community Development will proactively monitor the staffing levels of Jimax to ensure this commitment is being fulfilled. In addition to obtaining the highest score in the RFP, Jimax was also the lowest bidder when it came specially to price.

**Updated:** The Council item was deferred due to some questions regarding how measurements are made to determine the demolition price of each property. City staff measures all normal demolitions to compare to measurements submitted by the contractor. Any dispute in the measurements is settled before the demolition work begins. Emergency demolitions are a little more difficult as these occur often in the middle of the night due to a fire. Staff does its best effort to compare measurements based on available information. In addition, the contractor submits photos of each demolition as well. Another question had to do with basement fill price and what was considered a crawl space versus what was not. That language was clarified in the contract. Attached to the Council Communication is a copy of the RFP which acts as the contract along with the proposal submitted by Jimax.

**FINANCIAL IMPACT:** \$1,000,000 is budgeted in the capital fund for demolitions for 2022. An additional \$150,000 is budgeted in the general fund for emergency demolitions.

**NEIGHBORHOOD CONCERNS:** Reducing dangerous building in the City of Peoria reduces blight and safety hazards in our neighborhoods.

**IMPACT IF APPROVED:** Demolitions will occur until funds are exhausted.

**IMPACT IF DENIED:** Demolition activity will not occur in 2022

**ALTERNATIVES:** n/a

**EEO CERTIFICATION NUMBER:** Jimax 03104-220331

**WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?**

1. Beautiful Peoria
2. Safe Peoria
3. Grow Peoria

**WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?**

1. Reduce crime.
2. Reinvest in neighborhoods.
3. Grow employers and jobs.

**DEPARTMENT:** Community Development

**PAGE INTENTIONALLY LEFT BLANK**

# **REQUEST FOR PROPOSALS**

**Residential Demolition Contractor**

**#21-21**



**Mandatory Pre-Bid Meeting**  
Wednesday, November 24,  
2021 2:00 p.m.  
City Hall, 419 Fulton St.  
Peoria, IL 61602 RM 108

**Wrecking Bond Required**

**ISSUED BY**  
**DIVISION OF PURCHASING**  
**CITY OF**

**PEORIA, ILLINOIS**

**Sealed Requests for Proposals will be received at**  
**The Office of The PURCHASING MANAGER**  
**Room 108, City Hall,**  
**419 Fulton Street, Peoria, Illinois until 2:00 P.M.**

**Friday, December 3<sup>rd</sup>, 2021**

**for furnishing the materials, or services**  
**described herein.**

**PLEASE RETURN ENTIRE**  
**DOCUMENT AS YOUR RESPONSE. SUBMITTED BY:**

## **INSTRUCTIONS TO PROPOSERS**

Request for Proposal (RFP)(4/12/16)

**ACCEPTANCE OF PROPOSALS** - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within one **sixty (60) calendar days** from the date the responses are opened.

**ADDITIONAL COPIES OF RFP** - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department Purchasing Division.

**RFP ENVELOPE IDENTIFICATION** - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the **LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.**

**MAILING OF PROPOSALS** - **One (1) original and Three (3) copies** of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

**CLOSING TIME** - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

**SELECTION** - The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFP. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

**WITHDRAWAL OF PROPOSALS** - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of **sixty (60) calendar days** from the RFQ opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

**ALTERNATE RESPONSES** - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The response must be accompanied by complete specifications of the items offered.

**AWARD** - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by**

**Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

**COSTS** - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

**SIGNATURES** - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

**INVESTIGATION** - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

**EQUAL EMPLOYMENT OPPORTUNITY** - To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Manager. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website ((<http://www.peoriagov.org/equal-opportunity-forms>)). Click on Government > Other Departments > Equal Opportunity > then select "Employer Report Form CC-1". The forms can also be obtained by writing or calling:

**City of Peoria  
Equal Opportunity Manager  
419 Fulton St.  
Peoria, IL 61602  
(309) 494-8530 Voice**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

**Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.**

**Good Faith Efforts Requirements (projects exceeding \$50,000)  
Minority/Women Business Enterprise(M/WBE) Utilization**



Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid.

#### **Compliance Reporting Minority/Female Worker Utilization**

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

**SAMPLES** - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

**RESPONSES** – A response is requested of all Proposers even if it is a “no response”.

#### **CONTRACT TERMS**

**TAXES** - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

**CITY'S AGENT**- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

**PATENTS** - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

**HUMAN RIGHTS ACT** - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

**NON-COLLUSION** - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

**DEFAULT** - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

**CANCELLATION** - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager and as a result may be disqualified from doing business with the City for the period of one year in

accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

**PRICES SPECIFIED** – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

**DELINQUENT PAYMENT** - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

**PERMITS AND LICENSES** - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

**INSURANCE** – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

**Contractor's Insurance** – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
  - Combined Single Limit \$1,000,000.00
  - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
  - Combined Single Limit \$1,000,000.00
  - Property Damage \$1,000,000.00

**Insurance Inclusions** – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

**Contractual Liability** – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

**Certificates of Insurance** – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

**PRECEDENCE** - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

**GOVERNING** – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

**AFFIRMATIVE ACTION REQUIREMENTS** - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

#### **EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR**

**THE CONTRACTOR** (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

### **Local Purchasing –**

For purchases of \$10,000.00 or greater, if:

- (1) the lowest bidding local vendor is a responsible bidder; and
- (2) the lower-bidding responsible bidders are not local vendors; and
- (3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

### **Responsible bidder for public works construction contracts in excess of \$100,000**

Responsible bidder for public works construction contracts in excess of \$100,000 is limited to a bidder who meets all the job specifications, the following criteria, and the responsible bidder agrees to comply with the following criteria:

- (1) All applicable laws prerequisite to doing business in the State of Illinois
- (2) Evidence of compliance with:
  - a. Federal Employer Tax Identification Number or Social Security Number (for individuals)
  - b. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No 11246 as amended by Executive Order No 11375 (known as the Equal Opportunity Employer provisions).
- (3) Certificates of Insurance indicating the following coverage: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability and professional liability insurance.
- (4) All provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization and retirement for those trades covered in the act.
- (5) ***Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the award of the contract for all bidders and subcontractors.***
- (6) Certified payrolls as specified in Illinois Public Act 94-0515 for all contractors and subcontractors.

***REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.***

**Contact Information for Proposal:  
Justin Danyus, City of Peoria, Purchasing Manager  
419 Fulton Street, Room 108, Peoria, IL 61602  
(309) 494-8607 [jdanyus@peoriagov.org](mailto:jdanyus@peoriagov.org)**

**required to be filled within 3 business days of the structural demolition. Failure to meet this deadline may result in the City cancelling the purchase order, not paying the demolition contractor for that demolition and hiring a third party to fill the hole and complete the demolition.**

- I. Buildings, garages and other accessory structures that have crawl spaces (minimum of three ft.) or a slab, that are removed must be filled to the existing grade of the property. The cost for this work should be included in the basic square foot rate. It will not be considered under the basement rate. A crawl space is considered to be 3 feet or less.

**8. PROPERTY AND EQUIPMENT:**

- A. Property belonging to public utility companies shall not become the property of the contractor.
- B. Public utility equipment shall be removed before demolition is commenced.

**9. DISPOSITION OF DEBRIS**

- A. Private sidewalks, driveways and retaining walls, other than public right-of way, shall be removed. Fences and slabs shall be removed from entire property regardless of whether demolition work is involved. Shared driveways, shared sidewalks and shared fences shall be removed upon the direction of the Community Development Department
- B. The Contractor shall dispose of debris in a manner, which generally conforms to all local ordinances and State or Federal statutes, and regulations and more specifically conforms to the Environmental Protection Act of the State of Illinois and rules and regulations promulgated thereunder. Receipts from the landfill for the disposal of debris shall be filed with the Community Development Department immediately following the disposal of such debris. Each receipt must list the demolition site and the date of disposal.
- C. Contractor shall notify the City within forty-eight (48) hours of any change in landfill location. Failure to notify by the contractor will be cause for the City to cancel the contract.
- D. The lot shall be left free from all unsafe or hazardous conditions. This is to be accomplished by removing all debris, restoring the

established grades, preparing the final grade free of depressions so as not to retain water and ready for seeding. No debris (brickbats, wood, concrete, etc.) shall remain on the surface or in the basement excavation.

- E. Dust shall be controlled on all demolitions by the wetting down as approved by the Community Development Department. The approved method shall be a hydrant hookup or a water truck.
- F. No demolition activity will be conducted before 7:00 AM or after 8:00 PM, Monday through Saturday. No demolition activity shall be conducted on Sundays or legal nation holidays observed by the City of Peoria (New Year's Day, Martin Luther King's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day). Exceptions to this shall be only upon the direction of the Community Development Department.
- G. Contractor shall repair or pay the City to repair pavements, curbs and sidewalks damaged by the execution of this contract.
- H. Once demolition begins, the contractor must complete the demolition, including final grade, prior to starting another demolition, unless agreed to by both the City and the contractor.
- I. Contractor must notify the Community Development Department immediately in writing upon forms provided by the Community Development Department of any damages done to adjacent property as a result of the demolition activity. If the contractor has submitted a claim to his insurance carrier for damages, a copy of such claim shall be provided of the Community Development Department.

The Community Development Department may withhold monies for a demolition activity in the amount of the damages or claims to adjacent properties. Repeated damage to adjacent property during demolition activity or failure to honor justified claims from the adjacent property owners may result in the cancellation of the contract.

- J. All work must be performed to the satisfaction of the Community Development Department or designated representatives. Payment for each demolition shall be paid only upon receipt of the necessary documentation. Failure to comply with any of the above specifications shall be cause for cancellation of the contract.

- K. All modifications to the above specifications shall be made by written change orders, either on a case-by-case basis or for the remainder of the contract term. Such change order may include special handling of owner-agreement demolitions. Additional consideration or reduction of contract amount for change orders shall be agreed to between the contractor and the City prior to the commencement of any demolition work.

**10. RESPONSIBILITIES:**

- A. The contractor shall not subcontract or assign any work to be performed pursuant to these specifications without the prior written approval of the Community Development Department. If an assignment or subcontract is approved, no payment on any purchase order shall be made until a release of subcontractor's lien is received. The contractor shall not assign the proceeds or payments of this contract without written approval of the Community Development Department.
- B. The contractor must provide the Community Development Department a business telephone number which will be answered between 8:00 AM and 5:00 PM, Monday through Friday, and will be in ready contact, or know the whereabouts of the contractor and a telephone number and/or pager which will provide evening and weekend access to the contractor.
- C. Should the contractor fail to notify the Community Development Department of a change in dump site, fail to comply with specifications, fail to maintain required insurance, fail to comply with equal opportunity provision, the City reserves the right to immediately suspend the contract and assign portions of the contract to another contractor until such time as the original contractor is back in compliance.
- D. Requests for payment accompanied with completed damage waiver and dump tickets, invoice, and inspector's approval from the Community Development Department will be processed, and a check typically will be available within two weeks. Requests for payment received without dump tickets, damage waiver, invoice, or inspector's approval will not be processed for payment until all documentation is received. Requests for payment received after 5:00p.m. on any Monday, or those received without dump tickets,



damage waiver, invoice, or inspector's approval will not be processed for payment that same week.

- E. Any damage to live or dead vegetation attributed to the demolition shall be the responsibility of the demolition contractor for complete removal, including stumps. If the removal of a tree is necessary to complete the demolition, the contractor will assume that cost.
- F. The City will not be required to compensate the contractor for removal of excessive debris left in properties. Contractors must consider occasional situations where large belongings are left in a property and bid accordingly. If tires are found at the property, the Department will pay a transportation fee to the contractor at \$2.00 per tire and tires may be taken to the Public Works facility at the discretion of the Community Development Department. In addition, debris on the outside of the property will also need to be removed at the contractor's expense in order to leave the property free and clear. If the debris removal is excessive based on the determination of the Community Development Director or his/her designee, an additional fee may be paid but has to be agreed upon before work commences.

**11. SPECIAL PROVISION:**

- A. Do not damage trees in vicinity of house or anywhere on the lot.
- B. Do not damage fences in area.
- C-1 Sweep entire area with magnet (including hauling route) to eliminate metallic articles which may damage tires.
- C-2 Remove all material and rake lot smooth enough to accept safe pedestrian and vehicular traffic. This shall include mud and dirt deposited in the street of the hauling route.
- D. When asbestos is discovered work is to stop immediately and the City must be contacted. Asbestos may only be removed by a licensed asbestos hauler in accordance with state regulation. It is the responsibility of the contractor to follow all state and federal guidelines related to environmental issues. All permits that may be required are the responsibility of the contractor and the contractor is required to notify City staff if this delays the project.

**12. REQUIREMENTS FOR THE CONTRACT AWARD:**

- A. The contractor shall indemnify and save harmless the City against any and all damages to property or injuries to, or death of, any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City for any and all claims, demands, suits, actions or proceedings of any kind or nature actions or proceedings of any kind of nature, including worker's compensation claims by anyone whomsoever resulting from or arising out of the contract's operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the contractor or his subcontractors, but not including acts of negligence by the City or its agents. The contractor shall procure and maintain at his own expense insurance coverage specified herein and in the special conditions which constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor may procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for this proper protection in the prosecution of the work.
- B. Contractor shall repair, replace or reimburse the City or utility companies for any damage to pavements or utility property, the same being a direct or indirect result of the execution of this contract.

**13. INSURANCE:**

Contractor shall carry **automobile liability** and **public liability** insurance (comprehensive explosive, collapse, underground hazard rider included – X, C and U) in the amount of \$1,000,000 combined single limit. Contractor shall also carry **worker's compensation** as required by State statute. Evidence of such insurance shall be furnished to the City. **Contractor shall include the City of Peoria on his insurance policy naming the City as additional insured.** Certificate of Insurance shall be furnished prior to any work being performed under this contract. The contractor shall maintain all insurance throughout the contract. Failure to maintain insurance will be cause of the City to cancel the contract. If bidder does not have insurance coverage in force at present time, bidder will be required to furnish a letter from his insurance agent within five (5) days after the bid opening that they can obtain the required coverage. All employees, that they can obtain the required coverage. All employees, including owner, shall have a valid appropriate class of vehicle driver's license.

**14. AWARD:**

The City has only an estimate and makes no guarantees as to the amount of work to be performed under this contract.

**15. WRECKING BOND:**

- A. Before any permit required by this division is issued granting authority to wreck the same shall file with the City Clerk a bond with sureties to be approved by the corporation counsel to indemnify, keep and save harmless the City against any loss, cost, damage, expense, judgement or liability of any kind whatsoever which the City may suffer, or which may accrue against, be charged to, or be recovered from the City, or any of its officials, or by reason or an account of accidents to persons or property during any such wrecking operations, and from or by reason or on account of anything done under or by virtue of any permit granted for any such wrecking operations. Wrecking bonding shall be in compliance from with Section 5-379 of the Code of the City of Peoria.
- B. Such bond in each case shall extend to and cover all such wrecking operations carried on through permits obtained thereunder by such person beginning January 1 and ending December 31, and no permit shall be issued for any wrecking work, except as hereinbefore otherwise provided during such year until such bond is filed. Such bond shall be in the penal sum of \$20,000 for all wrecking operations on such buildings and other structures not more than three stories in height, and there shall be an additional bond filed in the penal sum of \$20,000 or a bond in the penal sum of \$40,000 shall be filed in the first instance in case of wrecking operations on buildings and other structures four or more stories in height. **Such bond shall be for time limits as required by the City of Peoria.**
- C. Upon the filing of such bond, the person engaged in the work of wrecking such buildings and other structures may obtain permits for such wrecking operations as are authorized under the bond, during year in which the same is filed; provided, however, that in case of an accident of casualty in the progress of any wrecking operations carried on under any permit so issued, or the happening of any circumstance which might, in the opinion of the code official, render such bond inadequate, the building official may, in his discretion,

required such additional bond as they may deem necessary to fully protect the City from loss resulting from the issuance of such permits before they allows the work to proceed, or before any additional permits are issued by him.

**16. TERM OF CONTRACT:**

Upon Peoria City Council approval to December 31<sup>st</sup>, 2023. The City reserves the right to extend the contract for an additional year based on performance.

**17. Evaluation Criteria**

- **Approach to Project (35 Points)** – Describe your understanding of Project, Critical Elements and Goals. Capacity to do demolitions, specifically addressing how many demolitions you can reasonably complete in a week timeframe. Please include an explanation of how your work and company benefit the community and explain your understanding the role demolitions play in improving our neighborhoods. Please include how you will dispose of the debris with correct permissions, how you will obtain appropriate fill and demonstrate your ability to adhere to all state and federal guidelines.
- **Previous Experience (20 Points)** – Include detailed relevant experience of similar work for, with appropriate references.
- **Pricing (25 Points)** – Estimated costs should be completed on a square foot base. The City will plug in cost per square foot and fill on 5 past demolitions to determine price for scoring purposes.
- **MBE/WBE Participation (20 Points)** – Describe your firm's efforts to achieve a diverse workforce.

The City will review and analyze each proposal, and reserves the right to select the proposer who offers the best value. The City shall select the contractor which, in the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP. Depending on the scores of qualified applicants, the City may select a secondary contractor who will also be assigned addresses for demolition. However, if a company can demonstrate a capacity to be the sole contractor for the City of Peoria, all demolition work may be assigned to that contractor based on the discretion of the City.

**18. CONTRACT ADMINISTRATOR:**

This contract shall be under the direction of the City of Peoria, Director of Community Development, or the designated representative.

All actions or modifications concerning contract language, extensions, cost adjustments or other technicalities regarding the contract shall be administered by the City of Peoria Purchasing Manager, 419 Fulton Street, Room 108, Peoria Illinois, 61602; phone (309) 494-8582.

**19. CANCELLATION:**

If the contractor fails to perform work to the standards as determined by the City of Peoria and recognized within the community as being standard, or does not complete the assigned work within a reasonable amount of time as determined by the City of Peoria, then the City of Peoria has the right to cancel the contract upon a ten (10) day written notification, delivered by certified mail to the contractor's address of record. *"Also if a contract is cancelled the vendor can be declared an irresponsible vendor by the City Manager, disqualified from doing business with the City or a year in accordance with the City Ordinance Section 10-102."*

**20. PREVAILING WAGES:**

Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., apply to this project. Additional information can be obtained by calling (217) 782-6206. Applicable prevailing wage rates can be found at [www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/) for examination.

**Remainder of Page Intentionally Left Blank**

***CITY OF PEORIA BID PROPOSAL***

---

On separate sheet(s) of paper provide the following:

**Award Process**

---

- a. The contract will be awarded to the most responsible proposer(s) determined to be in the best interest of the City of Peoria, who meets or exceeds the criteria and provisions requested. The City of Peoria reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the City. The City of Peoria also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation appears not to be in a position to perform the contract.
- b. Proposals will be evaluated by The City of Peoria staff associated with this project. Review criteria and proposal scoring remains at the discretion of The City of Peoria staff.
- c. The City will review and analyze each proposal, and reserves the right to select the Vendor(s) who offers the best value. The City shall select the Vendor(s), which in the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP.

## **Response Format to RFP**

---

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment.

- a. **Cover Letter**  
A letter of introduction, including the name and address of the Vendor submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor to all commitments made in the response.
- b. **Approach to Project**  
Include detailed relevant experience of similar work, with appropriate references. Please include a narrative on the role your company plays in our community and the understanding of the importance safe demolition efforts play in removing blight from neighborhoods.
- c. **Recent Experience**  
Include detailed relevant experience of similar work projects in the City of Peoria, or metropolitan area, with appropriate references. List time frame of project, budget and how project was coordinated.
- d. **Qualifications of Firm and Staff to be Assigned**  
Attach history of the Firm and proposed staffing levels. Include firm capabilities relating to specifications above. Included in qualifications, a letter from an area landfill saying you are allowed to bring debris to that location.
- e. **Pricing – Complete attached pricing worksheets.**
- f. **MBE/WBE Participation**  
Describe your firm's efforts to achieve a diverse workforce.
- g. **Complete copy of RFP including appropriate signatures.**  
Provide a copy of the RFP with **signatures** certifying understanding and compliance with the total proposal package.





**CITY OF PEORIA BID PROPOSAL**

---

Provide Pricing Below:

1. Price for demolition of any living space of a one, one and one-half, two or three-story building only: (Measurement is total sq. ft.)  
Per Square Foot \$ 3.92
  
2. Price for demolition of stand alone garages/accessory structures which may include living space. (Measurement is total sq. ft.)  
Per Square Foot \$ 3.15
  
3. Price for basement demolition fill:  
Approved fill & six inches of top soil and grass seed.  
Per Cubic Foot \$ 0.69
  
4. Price for emergency demolition: Per Square Foot \$ 4.05

---

A handwritten signature in black ink, consisting of a large loop and a horizontal stroke, is written over the bottom line of the page.

ORIGINAL



# Residential Demolition Services

REQUEST FOR BID #21-21  
DUE: DECEMBER 3<sup>RD</sup>, 2021 AT 2PM

***PROPOSAL PREPARED FOR:***  
**COMMUNITY DEVELOPMENT**  
**CITY OF PEORIA, IL**  
**419 FULTON ST, PEORIA, ILLINOIS 61602**

PREPARED BY JIMAX CORP | EST. 2007 | UNION PROUD CONTRACTOR





**DEMOLITION PROPOSAL FOR THE CITY OF PEORIA IL**

**JIMAX Corp.**

Herein referred to as JIMAX  
3545 JIMAX Place  
Peoria, Illinois 61605

**SUBMITTED AND PREPARED BY:**

*James Kosner President*  
*Cell 24/7/365 309-253-0192*





## Section A) Letter of Introduction and Company History

JIMAX Corp is a family owned business located at 3545 JIMAX Place, Peoria, IL. 61605 in the City of Peoria. The JIMAX Companies were founded by James Kosner in Downers Grove IL in 2006, and we have been in business for 16 years this coming March. Jarrod Martis joined the JIMAX family in 2009 and the JIMAX Companies in 2014 after finishing at the University of Illinois in Mechanical Engineering. Jarrod Martis was promoted to President of JIMAX Landscape LLC in 2015 and has shareholder responsibility with both JIMAX Corp. (demolition) and JIMAX Landscape LLC (landscape). The JIMAX Companies have worked diligently since 2012 with various departments at the City of Peoria in Community Development and Public Works completing both emergency and nonemergency work. JIMAX Corp was established in 2014, specifically for residential and commercial demolition with a statewide footprint for municipal, county and the state government of Illinois. Our initial demolition work was after the Washington IL NOV 2013 tornadoes to clean up apartment buildings for S&S Properties Peoria IL. JIMAX continues to grow through acquisition of strategic commercial accounts and developing relationships with other municipal and county governments throughout Illinois. We continually invest in new equipment, innovate our processes, and utilize the latest technologies to better serve our demolition customers through cost reduction, sustainability, and continuous improvement. JIMAX maintains a highly qualified skilled labor workforce, with all requisite training and certifications. Safety training is emphasized at the beginning of each season with several days dedicated to review and implementation of safety procedures. Safety meetings are conducted weekly with our crews to reiterate these points, and a copy of our demolition safety manual is attached. It is our requirement at JIMAX to hire and maintain a 50% minority work force from the zip codes where we are working. **JIMAX is committed to creating and maintaining a Drug Free, Harassment Free workplace with a *Culture of Safety*, both for our workers and the community at large.**

## Section B) Approach to the Project

Our first, most critical objective at JIMAX is to realize that every \$1 spent on demolition results in a \$43 gain in neighborhood assessed value and a 3% reduction in mortgage foreclosures, given the 17% decrease in home value of properties located within 150 feet of blighted properties. In one comprehensive land bank study, a blighted property will cost on average 65% more per year for code enforcement compliance and inspections as well as an average of \$1,472 per property in increased police and fire services. Violence and gun related crimes are increased upwards of 23% per blighted property, leading to a cycle of blight and crime in stricken areas. To further achieve this goal, JIMAX management attends trade conferences and on-going education keeps us on the forefront of demolition as a comprehensive blight reduction strategy, ultimately saving taxpayer dollars and providing overall increased quality of life.

Our secondary critical corporate objective for the next 2 years is to improve the demolition sustainability footprint by diverting 80% of the demolition waste from the landfill to recycled material through sorting and grinding of brick, block, concrete and wood. Sustainability of our neighborhoods, communities, and our environment are conjunct ends, and the future of our neediest areas cannot be secured without an eye towards reduced environmental footprint and robust diversion and recycling initiatives.

(continued on next page)



JIMAX believes community involvement, investment, and improvement is the key focus and primary objective in all demolition activity, especially that of governmental units. In this regard, JIMAX has created a corporate culture of strong community activism among all our employees. Our employees, including executive leadership, predominately reside in Peoria city limits in zip codes 61605, 61604, and 61603. We live, work, and play in Peoria full time and are fully committed to the vitality and economic prosperity of our entire city and region, and to this end strive to invest in and employ from our own local neighborhoods. We have shown a commitment to our city and community with the purchase and investment in two buildings since 2015, both located in the city's hardest hit regions, solidifying our belief that the best approach to demolition and blight removal is investment and opportunity, whereby those activities are never required. JIMAX frequently participates in local events and committees, including Spring-Fall tire collection and disposal through its' leadership of the Tireless project, with JIMAX management and staffing with employee volunteers with a desire to contribute to their communities. JIMAX continues to provide support and partnership for our Peoria Police Department with the Joint Neighborhood Sweep Initiative headed by Sergeant Anthony Rummans. This program has numerous stakeholders, including Peoria Police, PDC, Animal Welfare, JIMAX, and community members. It provides for miscellaneous cleanup of debris, tires, brush, and animal wastes in collaboration with neighborhood associations and interested community stakeholders. JIMAX continues to work with the East Bluff Neighborhood Housing Services, providing volunteer services for art installations, community gardens, and events for holidays, including an annual party and wagon ride for Halloween and a volunteer Santa for gift giving near Christmas. JIMAX regularly collaborates with other groups for art installations and beautification, including Big Picture initiative for their inaugural art festival on Adams and our future artists from Peoria Central in their beautification project for creative boarding on blighted properties on Howett, for which they received a mayoral proclamation. In addition, we volunteer at several community gardens and landscaped areas in the South end, Heart of Peoria, East Bluff, and the Near North in the spring to provide free tilling services, compost and mulch delivery, and planting assistance. In the same vein, JIMAX leadership serves on the board of Keep Peoria Beautiful, helping to facilitate the annual Great American Cleanup, and fully managing the Adopt-A-Box program which gives local businesses and individuals a stake in the success of green infrastructure planters in the burgeoning Warehouse District, helping rehabilitate this area from its industrial roots into a regional draw for shopping, dining, and living. This year long program involves scheduling and managing bed maintenance volunteers, a yearly plant survey and planting event, and yearly mulch and spring trimming event. It has been a resounding success in years past, and we look forward to continuing this positive projection well into the future. JIMAX also is a partner with Habitat for Humanity, providing free or reduced cost demolitions, landscape installation, grading, seeding, and general volunteer labor in the Greater Peoria area. JIMAX leadership is also an active member in neighborhood associations in our areas of residence and business. We and our employees honor the opportunity to give back to our own communities, and do so without regard to award or recognition, because we firmly believe it creates a positive and forward focused ideal for our communities and neighborhoods, giving a brighter outlook and a more positive living experience for all our Peoria citizens and neighbors, regardless of economic and social standing.

JIMAX Corp has provided Demolition Services to the City of Peoria IL, East Peoria IL, East St Louis IL, Galesburg IL, Rock Island IL, Joliet IL, and Rockford IL for the last 8 years. During this time JIMAX demolished approximately 200 structures per year without a single unresolved complaint from a resident or code enforcement officer, an unrepaired structure, or an unrepaired sidewalk or curb. JIMAX has responded timely to each of the (140) plus emergency demolition requests from the City of Peoria, generally with a less than 1 hour response time. These emergency projects frequently are of a time sensitive nature, and often include selective deconstruction for rebuild and other unique criteria. With the help of our professional staff and highly experienced operators and laborers, JIMAX can achieve a cost effective, time critical solution to these unique challenges, effectively utilizing our diverse equipment fleet and field expertise. JIMAX uses only union labor from the local Operators Union 649 and the Laborers Union 165 with an approved US Dept. of Labor apprentice and training program. Both demolition operators / foreman are owners in JIMAX Corp, and JIMAX Corp is an owner operator company in Peoria County and 97% of JIMAX ownership resides in the City of Peoria in Peoria County.



JIMAX has never been short on delivering equipment or demo services. JIMAX maintains and has invested \$3.2 million in the last 8 years in the newest most efficient demolition equipment. Our Caterpillar demolition equipment fleet maximum age is 3 years old (average age 2.2 yrs) with the latest excavator purchased in 2020. JIMAX Corp subscribes to a meticulous maintenance and repair processes with each construction equipment piece being inspected daily by the operators. Since 2014, JIMAX has purchased (9) class 8 semi tractors, (3) class 5 medium duty trucks, (6) walking floor trailers, (8) dump trailers, (2) detachable lowboy trailers, and (11) pieces of new CAT construction equipment. Using JIMAX walking floor trailers eliminates (4) dump trailer trips to the landfill saving substantial fuel and labor costs. Additionally, this added capacity allows demolitions to be completed on a far more expedited timeline, generally being completed in 1 day. As a committed local company, JIMAX strives to purchase from local vendors, allowing more local tax revenue to be generated and more employment opportunity to be realized. Among our major vendors, including disposal, material purchasing, repair and maintenance, and capital investment, over 90% of outward flowing expenditures to vendors is spent right here in the Peoria area, most of that to companies located on City of Peoria tax rolls. We maintain current accounts with ALL our vendors, including all landfill accounts, local Labor Organizations, capital debt service, material purchasing, State and Federal taxes, and repair vendors. In addition, JIMAX has good standing with ILEPA and maintains compliance with all applicable regulations pertaining to demolition activities and tire disposal. We encourage any interested parties to call or follow up with anyone who does business with JIMAX to confirm our representations here.

JIMAX now has control of all aspects of the demolition process and is only capacity limited by the hours of operation of the landfill. With our effective and late model equipment and logistics management, JIMAX believes ourselves to be the most efficient demolition contractor in Central Illinois and has capacity to handle 7-10 residential demolitions per week internally. With 2 crews, we can hold a steady pace of 7-10 residential demolitions per week. JIMAX prefers to maintain internal control on all aspects of demolition and can pass those cost savings along to our governmental customers. If the need is realized, JIMAX is committed to 100% MBE/WBE/DBE subcontractor utilization. We have relationships with local MBE firms established for 95% of our subcontracted work.

JIMAX helped define the expectation that the City of Peoria Community Development Department places on demolition contractors for quality and timeliness. JIMAX has maintained a continuous demolition contract with the City of Peoria Code Enforcement since 2014 without any lawsuits, damage to public curbs, streets, or sidewalks, adjacent property damage, or hold backs from the City of Peoria. We at JIMAX have a detailed understanding of the scope and processes of this City of Peoria Residential Demolition Contract including the successful, productive interface with all departments: the City Legal Department, the Finance Department, the Police and Fire Departments, City Management, Community Development Department and Inspectors, and the City asbestos abatement contractor. JIMAX continues to work with the Code Enforcement Department to achieve improvements in efficiency, cost, quality, and timeliness. The majority of JIMAX residential demolitions are completed in one day start to finish, weather permitting. JIMAX continues to reinvest profits into maintaining existing equipment to the highest standards for maximum uptime, as well as the purchase of more specialized and efficient equipment to better satisfy the needs of the City of Peoria. JIMAX operates the only late model fleet of East walking floor trailers in Central Illinois allowing 4 dump trailers of material to be transported in every walking floor load. With JIMAX 316 excavator sizing, we can transport equipment night and day without overload or over width permits throughout Illinois for emergency work.

JIMAX prides itself on being the closed loop Code Enforcement solution for the City of Peoria providing services for the demolition of residential and light commercial structures, removal of hazardous and dangerous trees and lot clearing, fence line maintenance and mowing and removing weed and litter. One call, one scheduled deployment per tax ID allows work to be completed on time and within agreed contract terms. JIMAX has maintained the City of Peoria weed and litter contract since 2012, the City of Peoria demolition contract since 2014, the City of East Peoria weed and litter contract since 2013, and the City of East Peoria demolition contract since 2015. JIMAX maintains 24-hour daily response capabilities for the City of Peoria and East Peoria for these same time periods and has serviced their requirements with less than a one hour response time in all call out occurrences. Because of the JIMAX investment in equipment there is always equipment backup for excavators, track loaders, truck tractors and trailers. The City of Peoria will never be stuck with out of service equipment with a JIMAX demolition contractor selection.



At JIMAX, creating and maintaining a **culture of safety** is our absolute priority. From safety of operators and laborers, to community safety with regards to best demolition practices and open excavation timeline reduction, JIMAX takes every consideration into account. We have tested and developed new systems of dust reduction, reducing dust spread and volume versus no control by a radius of 4 blocks and 200% total particulate and to lesser systems of control by 1 block radius and 64% total particulate. JIMAX strives to complete excavation backfill as soon as viable and introduced rigorous foot traffic control methods for open excavations, including 4' temporary fence erection on ALL City of Peoria demolitions and sloping of sheer walls. Employees are trained in key areas such as lead and asbestos awareness, rigging and crane safety, confined space, fall protection, and hazardous waste operations. Our field staff is 100% compliant with the training requirements necessary to perform its assigned projects. All said, no project phase is more important than that which keeps our employees, our community, and their assets safe. JIMAX uses advanced safety procedures to achieve the highest safety standards in the demolition industry and among skilled labor, employing the latest techniques and procedures to ensure no harm is caused to property, employees, or the public. All employees are certified in rigging techniques, elevated work, below grade work, utility location and protection, and associated hazards. Employees are enrolled in continuing education classes with their labor hall on a yearly basis. Our safety record is perfect, with no lost time accidents on a JIMAX Corp project in our entire history. Barricades, fencing, and watchman are employed to protect the public during demolition activities and overnight. Caution tape will never be used to secure our jobsites.

### **C) Recent Experience**

JIMAX Corp has provided Class A Licensed Demolition Services to the Cities of Peoria, East Peoria, West Peoria, Peoria Heights, Galesburg, Rockford, Creve Coeur, Rock Island, Freeport, Clinton, East St Louis, and the counties of Madison and St Clair in Illinois for the last 8 years. Additionally, JIMAX is an IDOT prequalified contractor, pre-selected on the basis of bidding and logistics competency as well as fiscal stability, proving our ability to complete contracts on time and on budget. During this time, JIMAX demolished over (900) structures without a single unresolved complaint from a resident or code enforcement officer, for an unrepaired structure, or a damaged sidewalk or curb. In almost all cases, no damage is caused to any neighboring structure or public infrastructure. Frequently these projects are of a sophisticated nature, including former gas station demolitions with monitoring and reporting requirements and crane involved selective demolitions. JIMAX has the capacity to mobilize a diverse fleet to achieve success with any project, including man lifts, cranes, and specialized hauling capability. JIMAX regularly completes adjacent and party wall demolitions, providing their technical expertise with no resulting damage in over 25 party wall and specialty dismantling projects over the last 8 years. JIMAX owns and maintains a 60ft JLG boom lift and a 115ft jib boom crane truck specifically for party wall surgical demolition.

JIMAX internally controls all processes in the demolition activity, including wrecking, loading, hauling, and disposal. We have invested heavily in the latest, most efficient fleet of demolition equipment and specialized hauling trailers, providing the equivalent of 4 dump trailers in one load to the landfill, saving on time, expense, and fuel. No subcontractors will be utilized on this project, unless necessary, and in those cases using 100% MBE firms to achieve the needs of the City.

### **Section D: Qualifications of Firm and Staff**

JIMAX staff is sophisticated, with 6 Sigma black belt business management and cost control, mechanical and electrical engineering, and construction management background and education. We are competent and comfortable with varied reporting requirements, including State and Federal grant reporting. Our completion and reporting software, developed internally by JIMAX, correlates data and stores pictures and information from our field crews to ensure accurate and complete records for government agencies as required. This internal software is updated instantaneously and allows access remotely at any time by City staff, and data and pictures are stored indefinitely. In addition, our payroll and tax reporting are professionally handled by a local Certified Public Accountant firm, providing precise and complete payroll reporting for compliance with various regulations as pertains to this contract.

(continued on next page)



Team JIMAX has completed more than 900 structure demolition in the State of Illinois over the last 8 years from East Saint Louis to Rockford. James Kosner and Jarrod Martis understand and developed the complete Code Enforcement simplified solution for all aspects of code enforcement work including legal, purchasing, permitting, weed and liter, emergency and dangerous trees, mowing, fence line, and demolition. Starting from weed spraying in 2012, JIMAX has developed into the go to code enforcement integrated solution for the City of Peoria providing a completely integrated cost-effective solution to the difficult Urban Blight problem throughout Central Illinois. JIMAX also conceived and developed the proprietary Code Enforcement Regulation application software used by JIMAX to document all their code enforcement work for the Illinois legal court system. JIMAX maintains the highest level of insurance, certifications, and bonding for demolition throughout Illinois, allowing demolition of structures over 3 stories, zero lot line demolitions, and specialized dismantling.

JIMAX uses only union labor from the local Operators Union 649 and the Laborers Union 165 of Peoria for all their demolitions. Utilizing union labor results in a high level of experience, training, technical competence and professionalism. Our laborers hold 40 hour Asbestos Certification through their ongoing labor hall training. We have experienced no operator or laborer turnover in 5 years except for one union retirement. 50% or more of the labor on all demolition contracts are minority from the exact zip code where we work.

JIMAX maintains a Drug Free Workplace through pre-employment screens as well as random drug testing through the local MEDTOX Laboratories. All employees from ownership to temporary summer laborers are subject to the random monthly drug testing in accordance with the most recently approved State of Illinois Policy (Exhibit 2).

JIMAX maintains a workplace free from sexual harassment. Our JIMAX Sexual Harassment Policy is also approved by the State of Illinois. All new employees read, understand and sign the JIMAX Drug Free Workplace Policy, the JIMAX Sexual Harassment Policy and the JIMAX Work Safe Policy.

### Section E: Pricing

PLEASE SEE ATTACHED City of Peoria BID Proposal. Under our proposed pricing, the City of Peoria will see a cost **REDUCTION** compared to the past contract. This was achieved by reducing the cost of the fill materials. This should allow a more controlled budgeting for City planning and General Fund obligation. JIMAX has been known for having the most cost effective demolition practices in Central ILL while keeping quality and timeliness as our highest achievement. Our track record with The City of Peoria and all of our customers speak for its self, JIMAX is the premier demolition contractor in downstate Illinois. With the sale of PDC, we have assumed a 11% cost increase for disposal under the new ownership. With Labor, Fuel, Machinery, and Disposal costs skyrocketing over the last 12 months, JIMAX believes that the pricing submitted is a very fair representation of the demolition associated costs. We want to be as transparent as possible with the city, below is our actual projected costs on a DUT house that shows a 7% increase in operating costs in the last 12 months.

DUT House, 80' By 80' - 1-1/2 story with full basement										
width ft	length ft	area sq ft	depth ft	total cu ft	excavate	fill	total price	width ft	length ft	
20	80	1600	3	4800	\$ 5.50	\$ 26,400.00		20	80	
22.5	84	1890	3	5670	\$ 5.50	\$ 31,185.00		22.5	84	
20	80	1600	3	4800	\$ 5.50	\$ 26,400.00		20	80	
total bill price							\$ 2,281.00			

DUT price increase		average price	
date	price	date	price
5/10	\$1,831.00	5/10	\$1,831.00
5/10	\$1,831.00	5/10	\$1,831.00
5/10	\$1,831.00	5/10	\$1,831.00
5/10	\$1,831.00	5/10	\$1,831.00

price distribution per 1 hour		
\$14 to \$80.00	Operator	\$ 3,061.00
\$100 to \$130 / hr	union operators	\$ 2,000.00
\$60 to \$100.00 / hr	union laborers	\$ 36,400.00
\$1.00 to \$2.00 / gal	fueling / oil	\$ 75.00
\$275 - \$315.00 / hr	excavating / labor	\$ 3,425.00
<b>\$ 40,961.00</b>		
<b>6.96%</b>		





**Section F: MBE/WBE Participation**

JIMAX Corp is committed to the South Peoria Community with its locations at 3545 SW JIMAX Place and 2000 Clark ST in the Eagles View enterprise zone in South Peoria. JIMAX employs 50% minority South Peoria employees from all backgrounds on all City of Peoria demolitions. Transportation and reciprocity agreements are also provided for South Peoria employees to work in Galesburg, Rock Island, Rockford and East Peoria. At JIMAX, we seek to hire a diverse and inclusive work force from the broad range of neighborhoods that demolition orders are issued in. We believe that not only does employment for local citizens increase the overall wealth and wellbeing of the community, but that by hiring from more blighted areas we can help to re-instill the pride in these areas that helped to make these areas such a great community in which to live and work. JIMAX pays Operator Union 649 and Laborer Union 165 wages and benefits on all demolition activities throughout the State of Illinois. A minimum of 50% of the labor on all JIMAX demolition sites are minority from the exact zip code where we work. We strive to have the highest level of minority and disadvantaged participation as possible, subject to the constraints of our signatory agreements with local labor. These workers are selected from the following applicants in the Labor Union 165. In addition, as noted above, upwards of 95% of subcontracted work in the Peoria Area 100 mile radius is awarded to our trusted and longtime local MBE partner firms.

- Minority Male Residents in South Peoria and East Bluff
- Minority Single Female Residents in South Peoria and East Bluff
- Disabled American Veterans
- Urban League Felony Offenders

**Section G: Complete Copy of RFP Attached**



**Area Disposal Service, Inc.**

**4700 N Sterling Ave  
Peoria, IL 61615  
Ph: 309-688-0760  
P: 833-PDCAREA**

**December 1, 2012**

**To whom it may concern:**

**Please be advised that JIMAX has been a customer of Area Disposal Services, Inc since at least 2014.**

**Given the consistent work we do JIMAX, we have extended them credit that they treat with respect. Our payment terms with them are Net 60 days.**

**All of JIMAX's current open receivables are all within their agreed upon payment terms.**

**We consider them to a valued customer in good standing.**

**If you have any further questions, please feel free contact me via email at [berlinger@pdcarearea.com](mailto:berlinger@pdcarearea.com).**

**Sincerely,**

A handwritten signature in blue ink, appearing to read "Ben Berlinger", is written over a light blue horizontal line.

**Ben Berlinger  
Accounts Receivable and Billing Manager  
PDC/Area Companies  
Counter Companies  
[berlinger@pdcarearea.com](mailto:berlinger@pdcarearea.com)  
Phone: 309-681-3347 Cell: 309-401-8963  
Fax: 309-688-9611**



**We make our communities better places to live  
[www.pdcarea.com](http://www.pdcarea.com)**

STATE OF ILLINOIS  
JB PRITZKER, GOVERNOR



*Jim Underwood, Executive Director*

**BOARD MEMBERS**

Eileen Rhodes  
*Chair*

Glyn M. Ramage

Pam McDonough

David Arenas

Beverly Potts

Wm. G. Stratton Building  
401 South Spring Street  
Third Floor  
Springfield, Illinois  
62706-4050

James R. Thompson Center  
100 West Randolph Street  
Suite 14-600  
Chicago, Illinois  
60601-3283

Dunn-Richmond Economic  
Development Center  
1740 Innovation Drive  
Suite 258  
Carbondale, IL  
62903-6102

IDOT District 3 Headquarters  
700 East Norris Drive  
Second Floor  
Ottawa, Illinois  
61350-0697

Southern Illinois University-  
Edwardsville  
#70 Haripin Drive  
Rendleman Hall, Room 0232  
P.O. Box 1018  
Edwardsville, Illinois  
62026-1042

217.782.2864  
217.524.0565 FAX  
217.524.4449 TDD  
[www.illinois.gov/cdb](http://www.illinois.gov/cdb)

April 7, 2021  
**LETTER OF PREQUALIFICATION**  
**JIMAX Corp**  
**3545 SW Jimax Way**  
**Peoria, IL. 60605**

Congratulations! The Capital Development Board is pleased to announce that your firm has successfully completed the contractor bidder responsibility prequalification process. Prequalification is effective April 7, 2021 and April 30, 2024

**Your firm's Prequalification/Registration Number is 034996. Please retain this number for use when corresponding with the Capital Development Board.**

All correspondence, including bid submittals, between your firm and the Capital Development Board should reference your firm name exactly as it appears in this letter.

Periodic reviews of your firm's prequalification with the Capital Development Board will be conducted on a random basis. Any change (i.e., name, address, ownership, rendition of a judgment in a lawsuit, filing a bankruptcy petition, filing of criminal charges, termination, etc.) within your firm will require immediate written notification to this agency. Failure to do so may result in rejection of a bid.

The forms **Standard Documents for Construction and Bid Information Newsletter**, as well as many other useful documents, can be downloaded from our website at [www.illinois.gov/cdb](http://www.illinois.gov/cdb)

Please contact me at 217/782-6152 with questions regarding this transmittal or your firm's prequalification with the Capital Development Board.

On behalf of the Capital Development Board, we look forward to and anticipate a long and successful relationship with your firm.

Sincerely,  
CAPITAL DEVELOPMENT BOARD  
*Becky Matrisak*



# JIMAX COMMUNITY PROJECTS



**The Tireless Project**  
Monthly tire collection event created to promote a cleaner, blight free city. Under JIMAX's leadership, over 18,000 tires were collected over 5 years.



**Manual Rams JFL**  
JIMAX is a proud sponsor of the RAMS JFL. Their mission is to provide a safe and fun environment for children to participate in Football & Cheerleading. Jerry Kosner actively referees the games.



**Paws Giving Independence**  
The objective of PGI is to train service dogs to assist people with a variety of different disabilities while providing support to encourage independence.

**Build Peoria**  
JIMAX has pledged \$20,000 in demolition services for the Build Peoria POTENT Gratitude Park that will be constructed across from Proctor Recreation Center in District One.



**Friendship House Peoria**  
JIMAX supports The Friendship House during many of their events and through acts of volunteering.



**EAST BLUFF NEIGHBORHOOD HOUSING SERVICES, INC.**  
*In Collaboration With*

**Keep Peoria Beautiful**  
The JIMAX team often volunteers around town with various projects and James Kosner & Jarrod Martis are also on the board of directors.

**East Bluff Neighborhood Housing Services, Inc.**  
JIMAX performs various grading and other services for EBNHS.

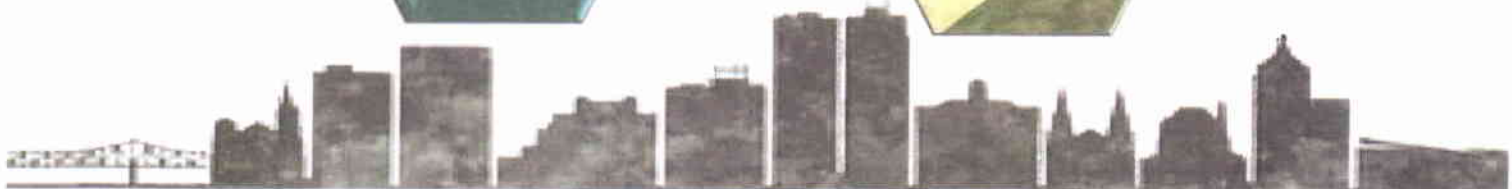


**Peoria Historical Society**  
The historical Society's mission is to preserve, share and celebrate the stories of the Peoria Area. James and Jarrod are both on the Board of Trustees.

**Ronald McDonald House Peoria**  
RMHC programs help alleviate some financial burdens for families with sick children. JIMAX partners with our local chapter and we recently helped replace all the mulch surrounding the building, keeping it a beautiful place for families that stay here while their child is receiving care at the OSF Children's Hospital.

**Maggie Bertram Foundation for the Fine Arts Tailgate N' Party Sponsor**  
The Maggie Bertram Foundation for the Fine Arts' mission is to support, through grants and scholarships, Fine Arts education for children pre-K through 12th grade.

**Habitat for Humanity Peoria**  
JIMAX works closely with Habitat for Humanity of Peoria with various in-kind services, including grading, mowing, and snow removal.



## JIMAX CORP. NEWS ARTICLES FROM PAST 10 DAYS

# **UPDATE: Fire results in emergency demolition for Peoria home**

### TOP STORIES

by: [Matt Sheehan](#)

**Posted: Dec 2, 2021 / 06:02 AM CST / Updated: Dec 2, 2021 / 07:03 AM CST**

(UPDATE 6:53 A.M.) — Peoria Firefighters were called to reports of a residential structure fire at 3:13 A.M. Thursday morning.

Fire crews that arrived on scene found a two-story home with fire and black smoke coming from all sides of the building. Due to the advanced stage of the fire and for the safety of personnel on scene, crews had to fight the fire from outside the home.

Additional crews extinguished fire that spread to nearby homes on each side of the residence. One of the homes had flames that spread to the attic area. Occupants inside had already escaped to safety before crews arrived. The other home had fire on an outside wall that was able to be extinguished with no further spread.

Damages were estimated at \$90,000 and the vacant home was notified for emergency demolition.

No one is reported to be injured at this time.

The cause of the fire is currently under investigation.

# Man hospitalized after Thanksgiving night house fire in Peoria

Fire that started in the basement worked its way to the roof on Nebraska Avenue in Peoria. (25 News/Heart of Illinois ABC)

By [Howard Packowitz](#)

*Published: Nov. 25, 2021 at 11:18 PM CST*

**PEORIA (Heart of Illinois ABC) - A man suffered smoke inhalation from a fire Thursday that severely damaged a Peoria home.**

**Five other family members, including a child, escaped unharmed from the fire at a two-story home in the 200 block of West Nebraska, said Peoria Fire Department Battalion Chief Aaron Meuser.**

**The fire started in the basement where Meuser said firefighters found the man. Meuser said firefighters initially had difficulty rescuing the man because of a narrow stairway.**

**The chief said the man suffered serious injuries and was taken to OSF St. Francis Medical Center.**

**The house was deemed uninhabitable and in danger of collapse. An emergency demolition was ordered.**

**WCBU | By [Joe Deacon](#)**

Published October 1, 2021 at 3:58 PM CDT



**JIMAX**

JIMAX Group and the City of Peoria have agreed to a 10-year lease for a mulch production and recycling "sustainability center" at the corner of Clark and Darst in South Peoria.

WCBU is community powered. It's the Fall Fund Drive and your financial support at [WCBU.org](http://WCBU.org) is the power we rely on to keep your favorite NPR programs on the air and your newsroom local. Join the community that powers WCBU with a contribution.

JIMAX Group will turn a five-acre parcel in South Peoria into what it's calling a "sustainability center" for mulch production and other material recycling.

The Peoria City Council this week unanimously approved a 10-year lease agreement with JIMAX on the city-owned property at the corner of Darst and Clark streets.

"We're looking to do wood waste recycling and then in the intermediate-to-long term, do tire recycling here locally," said JIMAX partner Jarrod Martis. "Initially, we're looking for

some internal diversion of our own material on the construction debris side. We're also looking for outlets for wood waste locally, both for the city and ourselves.

"Additionally, again in the near term to intermediate term, we'll be looking at possibly selling that product into the residential and commercial markets, in addition to possibly taking in material – but that's probably going to be a few years out."

JIMAX will pay annual rent of \$3,100 over the course of the lease and make site improvements that are expected to raise the property's value from \$40,000 to \$130,000. The site improvements include drainage upgrades and demolishing some buildings on the property.

Peoria Public Works Director Rick Powers said the agreement turns the land into an investment opportunity for the city.

"The site itself right now is in somewhat of disrepair, so what they had proposed to us was a lease with in-time services. So they are going to mulch all of our daily mulch products for nothing, over the course of the lease," said Powers.

"If you think about it from a city perspective, we're taking a blighted piece of property and they're going to remove the buildings, basically at their cost in lieu of rent – even though they're going to pay us a minimal amount annual rent. The bigger point is they're going to make a \$400,000-plus in the parcel and increase its estimated value. So that's really a co-benefit for the city and them as a business."

Martis said some of the buildings they plan to tear down have been there for at least 70 years.

"Some of them are not structurally sound, some are just in the way, and we will be repurposing a few just for low-key type storage," said Martis. "It's a cost diversion for the city; they they're saving on both sides. So we're hoping to use that partnership to save money for the community and the taxpayer."

Martis said the long-range goal of bringing tire recycling to the sustainability center would eliminate their logistical issues with the current closest tire recycling operations located in Chicago and Davenport, Iowa.

"That's been a challenge, because there's only a few companies that do that in the state, and of course, the need is increasing every year," he said.

### [Joe Deacon](#)

Contact Joe at [jdeacon@ilstu.edu](mailto:jdeacon@ilstu.edu).

[See stories by Joe Deacon](#)





**CATERPILLAR Trial #9-**

In October of 2020, our own James Kosner went down in internet history thanks to CATERPILLAR for taking part of the worlds largest PAC-MAN game. The catch? It was played with full size remote controlled skid loaders. The video has nearly 1million views and growing. JIMAX was one of the only owners of the fully remote controlled Skid Steers that CAT had sold at the time and was cast to 'play' PAC-MAN in the video. The gameboard was dug out of the ground to be fully scaled to life size. Pictures courtesy of CATERPILLAR



**THE CAT TRIAL #9:  
PAC-MAN™**

THE CAT TRIAL #9 PUTS PAC-MAN™ AND THE GHOSTS BACK ON THE BOARD.

**CHECK IT OUT**



ORIGINAL



# Residential Demolition Services

REQUEST FOR BID #21-21  
DUE: DECEMBER 3<sup>RD</sup>, 2021 AT 2PM

***PROPOSAL PREPARED FOR:***  
**COMMUNITY DEVELOPMENT**  
**CITY OF PEORIA, IL**  
**419 FULTON ST, PEORIA, ILLINOIS 61602**

PREPARED BY JIMAX CORP. | EST. 2007 | UNION PROUD CONTRACTOR





**CITY OF PEORIA  
PROPOSAL**

The executing of this form certifies understanding and compliance with the total proposal package.

**PROPOSAL SUBMITTED BY:**

JIMAX Corp. # 03104-170331  
Company Peoria EEO Number

3545 South West JIMAX Place  
Address

Peoria Illinois 61605 (309) 218-1918  
City State Zip Daytime Telephone #

(309) 253- 0192 James Kosner  
After Hours Telephone # Contact Person (Please print or type)

James M. Kosner President  
Name of Authorized Agent or Officer Title

 11-30-2021  
Signature of Authorized Agent or Officer Date

**MARK ENVELOPE: PROPOSAL #21-21**