

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

01-23

This agreement, made and entered into this 1st day of March A.D., 2023 by and between the City of Peoria, a municipal corporation, party of the first part, and JIMAX Landscape, LLC located at 3545 Southwest JIMAX Place, Peoria, IL 61505, 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, proposal, and statement or work 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.

In accordance with the attached terms, pricing and scope of work, JIMAX Landscape, LLC will provide tree and stump removal/tree trimming services for the City of Peoria.

The contract will effective March 1, 2023 and will terminate December 31, 2023. The contract may be extended for three (3) additional one-year periods at the upon mutual agreement of both parties.

THE CITY OF PEORIA

By _____
City Manager

JIMAX Landscape, LLC

By _____
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By _____
(Kyle Cratty)

APPROVED LEGAL DEPARTMENT

By _____
(Patrick Hayes)

APPROVED USING DEPARTMENT

By _____
(Rick Powers)

ATTEST CITY CLERK

By _____
(Stefanie Tarr)

GENERAL INFORMATION

INTRODUCTION

The City of Peoria is currently accepting bids from qualified vendors for **IFB 01-23 TREE & STUMP REMOVAL/TREE TRIMMING.**

PRE-BID MEETING

No pre-bid meeting is currently scheduled.

PUBLIC WORKS PROJECT

This project is a Public Works Project and *may* be subject to Prevailing Wage Act. Please see "General Instructions to Bidders" for details regarding Prevailing Wage Act requirements and certified payroll requirement/procedures.

BID INFORMATION

Mailed Option - Sealed bids – one (1) original and three (3) copies – will be accepted by the City of Peoria, Purchasing Division, 419 Fulton Street, Room 108, Peoria, Illinois, 61602, until **2:00 p.m. on January 19, 2023.** **Bids shall be submitted in a sealed envelope or package with the bid title and bid number and marked on the outside. Please include your company name and return address on the outside of the envelope.**

Electronic Option - Bids can also be submitted electronically through BidNet. Only one (1) copy is needed. Please see Exhibit B in the documents for additional information and instructions.

Bids received after the stated date and time will not be considered. Faxed bids will not be accepted. Bids will be opened and publicly recorded immediately following the closing time set for the receipt of bids.

AWARD OF BID

The bid will be awarded to the lowest responsive responsible bidder based on the given requirements. These are minimum specifications. The City of Peoria reserves the right to award to either a single or multiple vendors. The City reserves the right to waive technicalities and accept the bid that best suits its needs.

QUESTIONS*

All questions regarding this solicitation **must be submitted in writing.** Please submit all questions through BidNet. Questions will be answered and posted to BidNet through addenda.

**Vendors may not contact any other City Departments or Staff with inquires regarding this bid.*

Schedule of Events:

Bid Issued.....	12/29/22
Pre-Bid Meeting.....	N/A
Location:	
Question Deadline.....	1/13/23
Bid Opening.....	1/19/23
City Council meeting for contract approval.....	2/14/23
Official contract award notification sent.....	By 2/17/23

GENERAL INSTRUCTIONS TO BIDDERS

1.1 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 non-material informality or irregularity in the proposals received. All proposals will be in English. The City will award the proposals as described below or reject all bids within sixty (60) calendar days from the bid opening date.

1.2 ADDITIONAL COPIES OF SPECIFICATIONS - Proposers may secure additional copies of the RFP specifications from the City of Peoria's [online bid platform](#).

1.3 REGISTERING ON BIDNET DIRECT - Proposers must register as a vendor on BidNet Direct to access RFP Documents. There is no charge to register. In order to complete registration go to [the BidNet Direct website](#) – click on “Vendor Registration” in the upper right corner of the page. Enter your company information, and when prompted, select the “Limited Access” option. If you have questions of problems while registering, please call the BidNet Support Team at 800-835-4603 for direct assistance.

1.4 ENVELOPE IDENTIFICATION - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers should also indicate **IFB #01-23 Tree and Stump Removal & Tree Trimming** in the LOWER LEFT-HAND CORNER OF THEIR ENVELOPE.

1.5 ELECTRONIC SUBMISSION OF BIDS – Bidders may choose to submit bids through BidNet Direct. *Instructions are included in the bid documents as Exhibit B.*

1.6 MAILING OF BIDS – One (1) original copy and three (3) copies should be mailed or delivered to:

***Peoria City Hall – City Purchasing Manager
419 Fulton St. Suite 108
Peoria, IL 61602***

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

1.8 WITHDRAWAL OF PROPOSALS - Proposers may withdraw their responses 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 proposer shall withdraw their response for a period of sixty (60) calendar days from the RFP opening date. Negligence on the part of the proposer in preparing a response to the RFP confers no right of withdrawal or modification of a proposal after it has been opened. No proposal will be opened which has been received after the closing time specified in the RFP and it will be returned unopened to the proposer.

1.9 ALTERNATE PROPOSALS - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a proposal on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The proposal must be accompanied by complete specifications of the items offered.

1.10 AWARD - An award will be made to the lowest cost (responsive and responsible) bid that is determined to be in the best interest of the City. The quality of the articles to be supplied, their conformity with specifications and their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award.

1.11 PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid response. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state, or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent there to and initialed in ink by the party signing the proposal or his authorized representative.

1.12 SIGNATURES - Each bid response must be signed by the bidder with his usual signature. Bids 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. Bid responses 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.

By signing and submitting the response to this document, the Vendor/Contractor/Consultant is certifying they have not been barred from bidding by Federal, State or Local governments and have not been suspended or debarred from receiving federal funding.

1.13 INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist because of failure or omission on the part of the bidder 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 bidder.

1.14 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 bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

1.15 RESPONSES – A response is requested of all bidders even if it is a “no bid.” Do not include any personal information such as social security numbers that the bidder wishes to keep confidential.

1.16 BID PROCESS – This process does not obligate the City to award a contract, or pay any cost incurred by the Vendor/Contractor/Consultant responding to this request. The City reserves the right to accept or reject any or all statements received because of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City’s policy to not compensate a Bidder for any time or expenses incurred during the selection and negotiation processes.

1.17 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – To be awarded a contract all Suppliers, Vendors and Contractors to the City of Peoria **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.

EEO certification 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 Office. *Please note the Certificate of Compliance is valid for one (1) year and must be renewed annually.* The CC-1 form can be downloaded from the City’s website at <http://www.peoriagov.org/equal-opportunity/> under *Equal Opportunity – Forms and Downloads*. The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

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 bid. The EEO Certification Number is only required prior to the award of the contract.

1.18 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.

Current Goals

MBE – 18% workforce Utilization

WBE – 3% workforce Utilization

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 register at www.eprismsoft.com. Use the help page, which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

CONTRACT TERMS

- A. **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 bidder must show the amount of tax included in the unit price.

- B. **PERFORMANCE BOND** – The successful Bidder will be required to furnish a performance bond equal to the full amount of the contract, whenever the contract exceeds five thousand dollars (\$5,000). The sureties on the bond are subjected to the approval of the Government Counsel. The cost of the bond shall be borne by the contractor. The bond shall be on a form supplied by the Government.

- C. **PAYMENT BOND (For Construction Contracts)** – The successful Bidder will be required to furnish a payment bond (labor and material bond) equal to the full amount of the contract, whenever the contract exceeds five thousand dollars (\$5,000). The sureties on the bond are subjected to the approval of the Government Counsel. The cost of the bond shall be borne by the contractor. The bond shall be on a form supplied by the Government.

- D. **CITY’S AGENT**- The City of Peoria’s Purchasing Manager or his designee shall represent and act for the City in all matters pertaining to the RFP and contracts in conjunction thereto.

- E. **PATENTS** - The successful bidder 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 involve the manufacturer, construction or form a part of the work covered by the contract.

- F. **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.

- G. **NON-COLLUSION** - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed upon submission, or it may not be considered for acceptance.

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

- I. **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 Section 10-102 of the Peoria City Code. 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.

- J. **PRICES SPECIFIED** – The successful bidder agrees to furnish the material or services according to the City’s plans, specifications, and conditions and at prices specified.

- K. BID-RIGGING OR BID-ROTATING** - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding because of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E- 3 and 5/33E-4.
- L. DELINQUENT PAYMENT** - By signing this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, 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.
- M. INSURANCE** – The successful Bidder shall obtain, at its own expense, all necessary insurance regarding its fiduciary responsibility to the City of Peoria. Said Bidder 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. 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**:

a. Commercial General Liability -

- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- ii. The City of Peoria, and its officers, officials, employees, agents, and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the contractor’s work, including activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased, or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Peoria and its officers, officials, employees, agents and/or volunteers.
- iii. The contractor’s insurance coverage shall be primary and non-contributory as respects the City of Peoria and its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Peoria and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of contractor’s insurance and shall not contribute with it.

b. Commercial Auto -

- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

c. Workers Compensation Insurance –

- i. Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident.
- ii.

d. Certificates of Insurance –

- i. 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.

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

O. 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."

P. 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 physical or mental handicap(s) 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."

- a. 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."

Q. EMPLOYEE EMPLOYMENT RESTRICTIONS - The Contractor 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 Contractor for performance of this contract; (2) coordinating the efforts of the Contractor in the consummation or completion of this contract; or (3) monitoring or determining the performance of the Contractor. The Contractor 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 Contractor; (2) disqualification of the Contractor 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**). *This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011, through November 1, 2012.*

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

S. **PREVAILING WAGES** – Work under *some* contracts will obligate the Contractor and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq., *may* apply to this project. Additional information can be obtained by calling 217/782-6206. Applicable prevailing wage rates can be found at the Illinois Department of Labor website or by clicking this link: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et. seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months. During the term of the awarded contract or if work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker:

- name
- address
- telephone number when available
- social security number
- classification or classifications
- the hourly wages paid in each pay period
- the number of hours worked each day, and
- the starting and ending times of work each day.

The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or subcontractor which avers that:

- (1) such records are true and accurate
- (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.), and
- (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

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SCOPE OF SERVICES

- **OVERVIEW**

The work to be completed under this Bid shall consist of Tree & Stump Removal and Tree & Brush Trimming as listed.

The Contractor shall provide adequate crew, equipment and materials to safely and efficiently complete an assigned project. Each such crew shall include an individual who shall be designated as the crew supervisor and who shall be responsible for the crew's activities and who shall receive instruction from the Director of Public Works or his representative and direct the crew to accomplish such work.

All work shall be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

Whenever a tree, which is not scheduled to be removed, must be trimmed or pruned, the contractor shall ensure that such trimming and pruning is carried out under the direct supervision of a City of Peoria staff member. All pruning and trimming shall be performed in strict accordance with the provisions of ANSI A 300 "Standard Practices for Tree, Shrub and other Woody Plant Maintenance."

The City reserves the right to decrease the scope of work to be done and to omit any work in order to bring the cost within available funds. The City further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the City of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the contract unit price shown for any item in the bid schedule regardless of the quantity performed. Trees scheduled for removal may possibly be eliminated from the scope of work.

- **WORKSITE CLEAN UP**

All wood, chips and other debris resulting from the tree/stump removal operation shall be removed and disposed of by the Contractor. Dirt and debris from the sidewalk or street shall be broom cleaned. All grassy areas surrounding the stump site shall be raked of chips and dirt. The City is not responsible for providing a dump site for this material.

- **BACKFILLING**

Upon removal and cleaning, the Contractor shall backfill the hole created by the removal of the stump to the existing surrounding grade. Any stump holes which cannot be filled immediately following removal shall be marked (i.e., barricaded, flagged, etc.) in such a way that pedestrians can easily recognize that there is an open area. All holes SHALL be filled within forty-eight (48) hours after removal of the stump. The fill material shall be topsoil and grass seed, pre-approved by the City. The contractor shall provide necessary compaction to minimize future settling.

- **SCHEDULE AND TIME OF COMPLETION**

Should the low bidder not be available to complete an assigned project within the time frame required by these specifications, the City reserves the right to award that part of the assignment to another bidder. The City also reserves the right, at its sole discretion, to award a particular item or items of work to other than the low bidder when another bidder has demonstrated the clear ability to perform that particular item of work in a more qualified manner and to provide a higher-quality finished product.

Prior to commencing work, he/she shall notify the Authorized City Personnel forty-eight (48) hours in advance of the date he/she intends to actually begin the work.

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirement(s) stated above. It is expressly understood and agreed by and between the Contractor and the City that the contract times for the completion of the work described herein shall be reasonable, taking into considerations the climatic and economic conditions and other factors prevailing in the locality of the work.

- **SAFETY**

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor, Office of Safety and Health Administration Regulations and Suggested Practices. All work shall be performed in strict accordance with ANSI Z133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirement that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

- **TRAFFIC CONTROL**

The Contractor shall provide all traffic control devices and personnel and shall meet all requirements of Chapter 6 of the Manual Uniform Traffic Control Devices (MUTCD).

- **UTILITIES**

It is the responsibility of the Contractor to contact J.U.L.I.E. (Joint Utility Information for Excavators) when needed. J.U.L.I.E. can be contacted by phone by calling 811 or 800/892-0123 or over the internet at www.illinois1call.com. The Contractor shall make all necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the area of construction and he/she shall take all necessary precautions to avoid damage to existing utilities. The Contractor shall not be responsible for any fee associated with this work.

- **BASIS OF PAYMENT**

The Contractor's price shall include all material, labor, barricading, equipment, and other items necessary to complete the tree/stump removal as per specifications. Contractor may submit partial invoices for work completed; however, no payment will be made until all work - including cleanup and backfill - is completed.

- **DURATION OF CONTRACT**

The contract will have an initial term of one (1) year with three (3) additional one (1) year renewal options as agreed upon by both parties.

- **CERTIFIED PAYROLL REQUIREMENTS**

Contractors and Subcontractors on Public Works projects must submit the required certified payroll records monthly to the public body in charge of the construction project. These records are required to be submitted to the City by the 10th day of the month following when the work was completed. Failure to submit this paperwork will result in the City withholding any further payments until the paperwork is submitted.

- **BID CATEGORIES**

The City will divide the work into 5 different categories:

1. TREE & STUMP REMOVAL BY SIZE
2. TREE & BRUSH TRIMMING BY HOURLY RATES
3. EMERGENCY TREE & BRUSH TRIMMING BY HOURLY RATES

To ensure that the work is completed in a timely manner, the City reserves the right to award more than one contract for each bid category.

BID FORM

TREE & STUMP REMOVAL BY SIZE

Unit Prices to be utilized for trees and stumps not identified in these bid documents. Although it is realized that each job site varies, the City needs to have an established price for trees which need to be removed and come to our attention after this bid date.

Trees to be removed as a payment item will be measured per unit of diameter where one unit is equal to one inch (1"). The diameter will be measured at a point four-and-a-half feet (4.5') above the highest ground level at the base of the tree and will be determined by dividing the circumference of the tree by 3.1416. A multiple stem tree's branches having a diameter of six inches (6") or more at a point four-and-a-half feet (4.5') above the highest ground level at the base of the tree will be measured for payment as individual trees. The accumulated total number of units will be the pay quantity.

The stumps will be ground to an elevation four inches (4") below existing ground level and filled with topsoil per the Special Provisions unless otherwise specified. If the ground around the stump is elevated higher than the surrounding area, this elevated ground, including roots, should be lowered to the elevation of the surrounding area.

Once the Contractor is notified that a tree needs to be removed he/she will have seven (7) calendar days in which to start the work. The Contractor will then have two (2) working days to complete the tree removal and two (2) days to complete the stump removal and final restoration. If the Contractor is awarded more than one (1) tree at a time, he/she will still have seven (7) calendar days to start the work but two (2) working days will be added to the completion time for each tree. If the Contractor fails to complete the work per this schedule, the City reserves the right to hire another Contractor to finish the work and deduct these costs from the initial Contractor.

TREE SIZE @ 4.5 Feet	LUMP SUM PRICE
Under (<) 18"	\$ <u>350.00</u>
From 19" to 30"	\$ <u>725.00</u>
From 31" to 42"	\$ <u>1020.00</u>
From 43" to 54"	\$ <u>1525.00</u>
Over (>) 54"	\$ <u>2220.00</u>

BID FORM

TREE AND BRUSH TRIMMING BY HOURLY RATES

Please provide a price per hour for **Tree and Brush Trimming Work by Hourly Rates**. Stump Removal is not included. This work is to be performed during the Contractor's normal hours of operation. **Once the Contractor is notified of work to be done he will have 7 calendar days to start the work. Once the Contractor starts the work he will have 2 working days to complete the work including cleanup & backfill.** If the Contractor cannot do the work within these days the City reserves the right to award the work to the #2 bid Contractor. All other conditions of the bid apply. The contractor's crew for this work will consist of three workers, one boom truck, one box truck with chipper, and necessary hand tools.

Hourly \$ 210.00 Daily \$ 1550.00

Alternate cost for additional workers:

Hourly \$ 55.00 Daily \$ \$420.00

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/ model/year and number of personnel in the crew. Please feel free to provide more than one option if available:

JIMAX owns and operates a diverse fleet of late model equipment. Please see attached asset listing for a full overview of equipment available for this contract.

Crew Size Standard- 4 members Crew Size available- 16 members

(2 qty) Lift Trucks 85' with Chipper boxes

(1 qty) Off highway 78' lift- 2017 year

(2 qty) Morbark Chippers- 2021 year

(6 qty) Semi truck and barn door trailers- 2018

(1 qty) 95' Crane mounted to on highway chassis

(5 qty) CATERPILLAR Multi-Terrain Loaders- 2018-2023 year

BID FORM

EMERGENCY TREE AND BRUSH TRIMMING

During the course of a year the City may experience storms that cause damage which needs to be removed quickly.

Please provide a price per hour for **Emergency Tree and Brush Trimming Work**. Stump removal is not included. All other conditions of the bid apply. **The Contractor must be able to respond and take action within two (2) hours.** If the Contractor cannot do the work within this timeframe, the City reserves the right to award the work to the second low-bid Contractor. All other conditions of the bid apply. The contractor's crew for this work will consist of three workers, one boom truck, one box truck with chipper and the necessary hand tools.

Work done during normal working hours will be paid as TREE AND BRUSH TRIMMING BY HOURLY RATES.

Hourly \$ 230.00 Daily \$1775.00

Alternate cost for additional workers:

Hourly \$ 70.00 Daily \$500.00

Briefly describe type of equipment (Bucket/Crane) maximum reach, make/model/year and number of personnel in the crew. Feel free to provide more than one option if available:

JIMAX owns and operates a diverse fleet of late model quiptment. Please see attached asset listing for a full overview of equipment available for this contract.

Crew Size Standard- 3 Members Crew Size Aвалиable: 31 members

(2 qty) Lift Trucks 85' with Chipper boxes

(1 qty) Off highway 78' lift- 2017 year

(2 qty) Morbark Chippers- 2021 year

(6 qty) Semi truck and barn door trailers- 2018

(1 qty) 95' Crane mounted to on highway chassis

(5 qty) CATERPILLAR Multi-Terrain Loaders- 2018-2023 year

(3 qty) CATERPILLAR Wheel Loaders- 2010-2018 year

REFERENCES

**IFB 01-23
Tree & Stump Removal/Tree
Trimming
City of Peoria**

List below businesses or other organizations for whom you have provided comparable services within the last three year:

Offeror's Name: JIMAX Landscape, LLC.

1. Organization: City of Peoria- Public Works
Address: 3505 N Dries Lane
City, State, Zip Code: Peoria, Illinois 61604
Telephone Number: 309-484-8800
Contact Person: Sie Maroon
Date of Project: 2014-Current
E-Mail Address: smaroon@peoriagov.org

2. Organization: City of East Peoria
Address: 401 West Washington Street
City, State, Zip Code: East Peoria, Illinois 61611
Telephone Number: 309-698-4715
Contact Person: Robert Cole
Date of Project: 2013-Current
E-Mail Address: robertcole@cityofeastpeoria.com

3. Organization: City of Rock Island- Public Works
Address: 1309 Mill Street
City, State, Zip Code: Rock Island, Illinois 61201
Telephone Number: 309-732-2200
Contact Person: Luke VanLandegen
Date of Project: 2017-Current
E-Mail Address: vanlandegen.luke@rigov.org

4. Organization: City of Peoria- Community Development
Address: 419 Fulton Street
City, State, Zip Code: Peoria, Illinois 61602
Telephone Number: 309-494-2273
Contact Person: Joe Dulin
Date of Project: 2011-Current
E-Mail Address: JDulin@peoriagov.org

ASSET LIST - JIMAX Corp. & JIMAX Landscape LLC

1-Sep-19

item	year	PROPERTY	model	description					replacement	value	yrs	purchase	Status
1	1	2000 Clark st	16000 sq ft	2 acres					\$48,000.00	\$48,000.00	15	Aug-15	Active
2	2	2008 Clark st	none	1.2 acres					\$18,000.00	\$18,000.00	15	Dec-15	Active
		Clark 7 ac								\$80,000.00		Mar-22	
3	3	3545 SW JIMAX	10000 sq ft	2.32					\$145,000.00	\$145,000.00	15	Mar-18	Active
TOTAL									\$211,000.00	\$291,000.00			

item	year	TRUCKS Class 6	model	wheels	cab	engine trans	body	color	replacement	value	yrs	purchase	Status	
4	1	2007	dodge ram	1500	4x4 SRW	quad	gas auto	pickup	black	\$0.00	\$9,000.00	5	start	SOLD 2017
5	2	2012	dodge ram	2500	4x4 SRW	regualr	gas auto	flatbed 8'	white	\$30,000.00	\$16,000.00	5	start	Active
6	3	2006	ford	F350	2x4 SRW	regular	gas auto	flatbed 8'	white	\$0.00	\$6,500.00	5	start	SOLD 2017
7	7	2003	ford	F350	4x4 DRW	regular	diesel stick jarrod	pickup 8'	blue	\$38,000.00	\$9,000.00	5	start	Active
8	4	2008	ford	F450	4x4 DRW	crew cab	diesel auto jim	pickup 8'	white	\$58,000.00	\$17,000.00	5	start	Active
9	5	2008	ford	F550	4x4 DRW	regular	diesel auto	dump 8'	white	\$52,000.00	\$14,000.00	5	start	Active
10	6	2006	ford	F350	4x4 SRW	regular	diesel auto	mechanics 9'	white	\$43,000.00	\$8,000.00	5	Dec-15	Active
11	7	2004	ford	F350	4x4 SRW	extended	diesel auto columbus	flatbed 8'	blue	\$42,000.00	\$7,000.00	5	Sep-15	Active
13	8	2000	ford	F550	4x4 DRW	regular	diesel auto	dump 9'	red	\$52,000.00	\$8,000.00	3	start	Active
14	9	2002	ford	F550	4x4 DRW	regular	diesel auto	dump 9'	yellow	\$52,000.00	\$8,000.00	3	start	Active
15	10	1999	ford	F550	4x4 DRW	regular	diesel auto	bucket	white	\$0.00	\$8,000.00	3	start	SOLD 2017
16	11	1999	ford	F350	4x4 SRW	regular	diesel auto mexican	flatbed 9'	red	\$38,000.00	\$6,000.00	3	start	Active
17	12	2000	ford	F350	4x4 DRW	crew cab	diesel auto	pickup 6.5'	white	\$45,000.00	\$6,800.00	3	start	Reserve
18	13	1999	ford	F150	4x4 SRW	crew cab	gas auto	pickup 6.5'	tan	\$0.00	\$4,000.00	3	May-17	SOLD 2017
19	14	2018	ford	F450		reg	gas auto	flatbed	white	\$42,000.00	\$40,000.00	3	Mar-18	Active
20	15	2018	ford	f450		reg	gas auto	flatbed	white	\$42,000.00	\$40,000.00	3	Mar-18	Active
21	16	2018	ford	f450		reg	gas auto	flatbed	white	\$42,000.00	\$40,000.00	3	Mar-18	Active
		2015	ford	f250	4x4 SRW	ext	6.2L Auto	pickup	maroon	\$40,000.00	\$28,000.00		May-21	Active
		2021	Ford	f450	4x4 DRW	ext	7.3L Auto	flatbed	white	\$60,000.00	\$54,000.00		Apr-21	Active
		2021	Ford	f550	4x4 DRW	reg	7.3L Auto	dump, central	white	\$85,000.00	\$76,000.00		Aug-21	Active
		2012	Ford	f450	2x4 DRW	reg	6.8L auto	flatbed	white	\$42,000.00	\$19,000.00		Mar-21	Active
		2022	ford	f450	4x4	reg	7.3 auto	Flatbed	white	\$70,000.00	\$70,000.00		Oct-22	Active
		2022	ford	f450	4x4	reg	7.3 auto	dump, central	white	\$90,000.00	\$90,000.00		Oct-22	Active
		2022	ford	f550	4x4	reg	7.3 auto	dump, central	white	\$90,000.00	\$90,000.00		Oct-22	Active

item	year	TRUCKS Class 6	model	wheels	cab	engine trans	body	color	replacement	value	yrs	purchase	status	
22	14	2006	ford	F350	2x4 DRW	regular	diesel auto	flatbed 12'	white	\$42,000.00	\$8,900.00	0		Active
23	15	2008	ford	F450	2x4 DRW	regular	gas auto	chassis cab	white	\$40,000.00	\$10,000.00	3	Jan-16	Active
24	16	2006	ford	F550	2x4 DRW	regular	diesel auto	chassis cab	white	\$45,000.00	\$12,000.00	3	Jan-16	Active
25	17	2010	ford	F550	2x4 DRW	regular	gas auto	chassis cab	white	\$45,000.00	\$15,000.00	3	Jan-16	Active
26	18	2010	ford	F550	2x4 DRW	regular	diesel auto	chassis cab	white	\$45,000.00	\$15,000.00	3	Mar-17	Active
27	19	2006	ford	F250	2x4	regular	gas auto	pickup 8'	white	\$38,000.00	\$800.00		Jul-17	Reserve
28	20	1999	ford	F350	2x4	regular	diesel auto	chassis cab	white	\$38,000.00	\$1,500.00		Jan-17	Reserve
29	21	2001	ford	F350	2x4	crew	diesel auto	chassis cab	red	\$32,000.00	\$1,800.00		Jul-17	Reserve
	22	2007	Ford	F250	4x4	extended	gas auto	mechanics 9'	white	\$39,000.00	\$6,000.00		Jul-19	Active
	23	2013	Ford	F550	4x4 DRW	extended	diesel auto	Flatbed 13'	white	\$52,000.00	\$26,000.00		Jun-19	Active

		2006	woods	15' WAM pull			counted below, implements							
	24	2010	Deweze	ATM72 slope	72"		diesel		\$40,000.00	\$7,500.00		Mar-19	Active	
			wright 61 zk	2022			37 hp gas		\$16,500.00	\$16,500.00				
			wright 61 zk	2021			37		\$16,500.00	\$16,500.00				
			wright 61 zk	2021			37		\$16,500.00	\$16,500.00				
			wright 61 zk	2019			32 hp gas kohler		\$16,500.00	\$16,500.00				
			wright 72 zk	2013			37 hp gas		\$12,000.00	\$16,500.00				
			Deweze 144	2012	144"		94 hp diesel		\$22,000.00	\$16,500.00				
			kut kwik	2018	72		36 diesel		\$27,500.00	\$16,500.00				
									TOTAL	\$285,870.00	\$200,975.00			
	item	year	CONSTRUCTION	model	wheels	body	engine trans	body	color	new	value	yrs	purchase	status
	139	1	2013	Caterpillar	316E	excacator				\$255,000.00	\$136,000.00	7	Dec-18	active
	140	2	2014	Caterpillar	316E	excavator				\$255,000.00	\$142,000.00	7	Dec-16	active
			2015	Caterpillar	316E	excavator				\$255,000.00	\$162,000.00		Dec-20	active
	141	3	2013	Caterpillar	289C2	track loader				\$68,000.00	\$38,000.00	7	start	active
	142	4	2018	Caterpillar	299D2XHP	track loader				\$89,000.00	\$89,000.00	7	Nov-17	active
	143	5	2013	Caterpillar	259 C	track loader				\$52,000.00	\$39,870.00	7	start	active
	144	6	2016\	Caterpillar	930 K	wheel loader	medium			\$188,000.00	\$112,000.00	5	Dec-18	active
			2018	Caterpillar	950M	wheel loader				\$220,000.00	\$154,000.00		Mar-22	
			2022	Caterpillar	259D2	skid				\$60,000.00	\$60,000.00		Jun-22	
			2017	John Deere	6125M	tractor				\$165,000.00	\$94,000.00		May-22	
	145	7	2009	Bobcat	359	mini excavator				\$42,000.00	\$18,000.00	5	start	active
	146	8	2000	John Deere	444	wheel loader				\$68,000.00	\$24,000.00	3	Jun-16	active
	147	9	2000	JLG	60	boom lift				\$68,000.00	\$12,000.00	3	Jan-17	active
	148	10	2018	Vermeer	925 TX	Mini loader				\$38,000.00	\$38,000.00	2	Feb-18	active
		11	1999	Caterpillar	914G	wheel loader				125,000	\$15,000.00		Feb-19	Active
			2018	Caterpillar	299XHP Remote cont	track loader				\$130,000.00	\$89,000.00		Nov 2019	Active
			2016	Caterpillar	950M	wheel loader				\$235,000.00	\$140,000.00		Oct-21	active
			2011	Vermeer	HG6000	Grinder 775 hp				\$550,000.00	\$245,000.00		Mar-19	Active
			2021	Rayco	RG80	stump grinder				\$82,000.00	\$62,000.00		Sep-21	active
			2019	Morbark	BB5	wood chipper	1821			\$105,000.00	\$82,000.00		Sep-20	active
			2020	Finn	BB5	mulch blower				\$98,000.00	\$98,000.00			
										TOTAL	\$3,023,000.00	\$1,849,870.00		
	item	year	ATTACHMENTS	model	wheels	body	engine trans	body	color	new	value	yrs	purchase	status
	149	1	2005	Pladium	sweepster	broom				\$5,800.00	\$3,000.00	3	start	active
	150	2	2007	Pladium	60"	harley rake				\$5,800.00	\$3,500.00	3	start	active
	152	3	2014	Case	60"	snow bucket				\$2,800.00	\$2,400.00	3	start	active
	153	4	2007	Diamond	60"	grapple				\$5,700.00	\$2,200.00	3	start	active
	154	5	2014	Extreme	72"	brush cutter				\$4,200.00	\$3,500.00	3	start	active
	155	6	2007	Vermeer	BC1000	chipper				\$45,000.00	\$18,000.00	5	start	active
	156	7	2015	misc outdoor power	saws, blowers,weed wackers,spray washers, welders.compressors					\$21,500.00	\$21,500.00	3	start	active
	157	8		masey ferguson	50 hp	tractor				\$21,000.00	\$1,500.00	3	Jan-16	active
	158	9		masey ferguson	3pt	brush hog				\$3,800.00	\$500.00	3	Jan-16	active
	159	10		masey ferguson	3pt	seeder				\$4,200.00	\$2,000.00	3	Jan-16	active
	160	11		masey ferguson	3pt	pulverizer				\$1,500.00	\$1,000.00	3	Jan-16	active
	161	12		masey ferguson	3pt	2 bottom plow				\$1,800.00	\$500.00	3	Jan-16	active
	162	13		masey ferguson	3pt	rake				\$1,200.00	\$200.00	3	Jan-16	active
	163	14		masey ferguson	3pt	weed sprayer				\$2,300.00	\$1,500.00	3	Jan-16	active

164	15		ford	75 hp	tractor					\$21,000.00	\$8,500.00	3	Oct-16	active
165	16		ford	15'	3 finish mower					\$24,000.00	\$7,800.00	3	Oct-16	active
166	17		john deere	72"	brush hog					\$3,800.00	\$1,500.00	3	Mar-17	active
167	18		trimble	wwed seeker	selective					\$9,200.00	\$9,200.00	3	Jan-16	active
168	19		perma green	fertilizer appl	ride on					\$0.00	\$0.00	3	Jan-16	SOLD 2017
169	20		doosan	light tower						\$4,800.00	\$1,000.00	3	Oct-16	active
170	21		caterpillar	grapple	with bucket					\$5,600.00	\$5,200.00	3	Jul-16	active
171	22		pladium	sweepster	track loader						\$3,400.00	3	Mar-17	active
172	23		pladium	sweepster	wheel loader						\$7,600.00	3	Jun-16	active
173	24		john deere	water wagon	pressure sprayer						\$2,000.00	3	Jun-16	active
174	25	2009	Bobcat	demo hammer	hydraulic					\$12,500.00	\$6,000.00	3	start	active
175	26	2017	dennis cimav	deforester head	excavator					\$44,000.00	\$44,000.00	5	Mar-17	active
176	27	2010	Bobcat	deforester head	Loader					\$38,500.00	\$19,000.00	3	Jun-18	active
177	28	2018	Vemeer	Brush Mower	Mini Loader					\$3,400.00	\$3,400.00	3	Mar-18	active
178	29	2016	Caterpillar	demo hammer	hydraulic					\$48,000.00	\$21,000.00	3	Jun-18	active
		2010	Toro	Multipro 1200	Sprayer					\$42,000.00	\$6,000.00			
		2010	Miller	Pro 75ss	Stump grinder					\$24,000.00	\$7,750.00		Jul-19	Active
		2022	stump splitter								\$45,000.00		Mar-22	
		2022	MRX130	shear							\$62,000.00		Oct-22	
		2018	Shaver	SG75H	Stump grinder					\$6,500.00	\$6,500.00		Jun-18	Active

*not all listed

TOTAL	\$383,400.00	\$328,150.00
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GRAND TOTAL	\$9,623,930.00	\$4,899,645.00
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CITY OF PEORIA
PROPOSAL

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

PROPOSAL SUBMITTED BY:

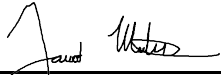
JIMAX Landscape, LLC
Respondent

3545 SouthWest JIMAX Place
Address

<u>Peoria</u>	<u>Illinois</u>	<u>61605</u>	<u>309-273-4106</u>
City	State	Zip	Daytime Telephone #

<u>Jarrold Martis</u>	<u>JIMAX.JMartis@gmail.com</u>
Contact Person	Email Address

<u>Jarrold Martis</u>	<u>President</u>
Name of Authorized Agent or Officer	Title


Signature of Authorized Agent or Officer

1-18-2023
Date