

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

33-14

This agreement, made and entered into this 1st day of September, A.D., 2014 by and between the City of Peoria, a municipal corporation, party of the first part, and JAF Construction, 2813 W Wardcliffe Drive, Peoria, IL 61604, 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.

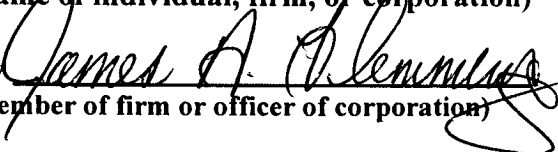
JAF Construction will perform board-up services in accordance with proposal and specifications attached starting September 1, 2014 at the rates specified in the attached proposal #33-14 for two years, ending August 30, 2016.

THE CITY OF PEORIA

By 
City Manager

PARTY OF THE SECOND PART


JAF Construction
(Name of individual, firm, or corporation)

By 
(Member of firm or officer of corporation)

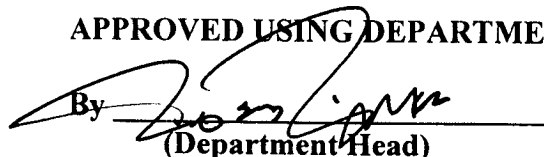
APPROVED FINANCE DEPARTMENT

By 
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By 
(Name of Individual)

APPROVED USING DEPARTMENT

By 
(Department Head)

REQUEST FOR PROPOSALS
BOARDING VACANT/FIRE DAMAGED STRUCTURES
33-14



CITY OF
PEORIA
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 Fuiton Street, Peoria, Illinois until 2:00 P.M.**

Thursday, August 7, 2014

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

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

JAF Construction
2813 W Wardcliffe
Peoria, IL 61604

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INSTRUCTIONS TO PROPOSERS

Request for Proposal (RFP)
(2/26/13)

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 Two (2) 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 Office. *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 (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton St.
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 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. For details on what records see **M/WBE Participation Requirements for Good-Faith Efforts, Section III.**

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).

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.

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 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 **Not Applicable**

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.

**SPECIFICATIONS
FOR
BOARDING VACANT/FIRE DAMAGED
STRUCTURES
July 16, 2014**

Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., will not apply to this project.

The City requires a company to supply board-up service to all vacant/damaged structures in the City of Peoria. The company selected must be available to respond at all times. Any change in telephone numbers or contact personnel originally submitted shall be required to be reported to the Code Enforcement Division immediately. The immediate response time is required so fire damaged buildings can be boarded-up. The company must have a power generator and other material and equipment with which to perform the boarding-up in the attached manner. These boarding services will be for all City departments.

CONTRACT ADMINISTRATOR

The City of Peoria's Director of Community Development or the designated representative shall administer this contract. The designated representative for administration of this contract shall be the Code Enforcement Office, 419 Fulton St., Ste 307, Peoria, IL 61602, phone (309) 494-8654.

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

LENGTH OF CONTRACT

The term of this contract shall be for a period of two (2) years. The contract will commence on September 1, 2014 and will terminate on August 30, 2016. Two additional one (1) year extensions are available under the terms of this contract.

CONTRACT EXTENSION

Upon the expiration of this contract, and at the discretion of the City of Peoria, the vendor may be required to extend the terms of this contract on a month to month basis for a period not to exceed six (6) months. In the event the City of Peoria desires to extend the terms of this contract, a notification will be sent by certified mail to the contractor's address on record, thirty (30) days prior to termination of this contract.

ESTIMATED AMOUNT OF WORK

The City does not make any guarantees to the contractor about the amount of work, which may be available under this contract. It is estimated that the annual value of work under this contract will be approximately \$30,000.

POLICIES AND PROCEDURES

The following procedure must be utilized in all boarding of city structures when required to be secured. All buildings within the City of Peoria, must be boarded in accordance with the following specifications:

1. All accessible openings must be covered completely from the exterior with a minimum of one-half inch (1/2") thick **exterior grade plywood** secured with **screws** of a minimum length of one and five-eighth inches (1 5/8") placed a minimum of twelve inches (12") on center around the entire perimeter of the opening being covered. Plywood must be **cut and fitted** so it rests tightly against the exterior frame butting up to the molding, siding, etc.
2. Each structure must be boarded so that all basement windows, first floor windows, doors, doors and windows accessible to above the first floor by porches, fire escapes, etc. are covered with plywood – even if some are completely glazed prior to boarding. Additionally openings may be required to be boarded as directed by the City's Inspector.
3. The use of paneling, OSB panels, waferboard, particleboard, or similar material are not to be used for the boarding of any structure.
4. Nails are not approved for securing plywood to structure – screws must be used per specifications.
5. One door opening shall be secured with hinges and padlock with key supplied to the Code Enforcement Division.
6. The price paid for boarding up an opening is based upon the actual size of the window opening and the actual plywood used to cover the opening. Scrap from full sheets of plywood is not included in the price paid for the board-up.
7. Emergency board-ups must be responded to immediately. Emergency board-ups may be required late at night or on weekends by Police Dispatch. The contractor must be made available or return the call within 15 minutes after message is left with them. Contractor is required to be on site within one (1) hour after initial contact. If the contractor cannot be reached or is unavailable, another proposer may be contacted. A contract will also be awarded to the secondary contractor, to serve as back up.
8. All normal board-up requests must be responded to and completed within 8 hours of the initial call to the Contractor. Failure to complete the work assigned within 8 hours will result in the next another vendor being awarded the board-up job.

The proposal will be scored using the following criteria.

- **Approach to Project (35 Points)** – Describe your understanding of Project, Critical Elements and Goals. Capacity to do board-ups, specifically addressing how you will respond to callouts.
- **Previous Experience (25 Points)** – Include detailed relevant experience of similar work, with appropriate references.
- **Pricing (30 Points)** – See Pricing Page 12. The City will plug in cost on 5 past board-ups to determine price for scoring purposes.
- **MBE/WBE Participation (10 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 board-up. However, if a company can demonstrate a capacity to be the sole contractor for the City of Peoria, all board-up work may be assigned to that contractor.

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.”*

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CITY OF PEORIA BID PROPOSAL

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

- A. Approach to the project **(see attached)**
 - B. Previous Experience **(see attached)**
 - C. Minority/ Women Business Enterprise participation **(see attached)**
-

IN COMPLIANCE WITH THE ATTACHED SPECIFICATION WHICH INCLUDES *ALL* MATERIAL AND LABOR

- 1) Window Opening, Door and other openings..per sq. ft. \$ 2.50 /sq. ft.
 - 2) Door opening hinged with hasp and lock (one per structure) \$ 70.00 /each
(A typical size for a door is between 36" and 30" wide and 80" to 85" high)
-

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JAF CONSTRUCTION

2813 W WARDCLIFFE DR
PEORIA, IL 61604

Approach to Project

Projective Objective

1. To provide professional board up service in a timely manner for the city's Police, Fire, Inspectors and authorized personnel. Our goal is to make sure dangerous structures are secured appropriately, and timely utilizing code products of ½ plywood and 1 5/8 inch screws as specified by the City of Peoria.
2. Maintain/establish an open and effective channel of communication via phone calls, text, and e-mails that will allow board ups to be performed in a suitable and well-timed manner.
3. When called out to a board up, safety is the first concern. (i.e.) the direction of the traffic; if it's a fire or police call follow the directions of the firemen or the police officer in charge of the project. For the City Inspector, always look for the safest place to set up, obeying all posted signs when possible.

Previous Experience

JAF Construction has been the primary contractor for vacant and fire damaged structures for over a decade and prides its self with prompt service in addition to completing all projects in a timely and professional manner. Success factors are; an excellent rapport with the Code Enforcement, Dispatch, and other departments within the City of Peoria and timely arrival to emergency board up sites.

Minority and Women Business Enterprise

JAF Construction is a participant of the City of Peoria's EEO our registered number is:
00896-150930.

JAF construction utilizes minority women for all accounting services as well as minority subcontractors to assist with board ups.



City of Peoria

419 Fulton Street
Peoria, IL 61602

Council Communication

Agenda Date : 9/9/2014

File #: 14-375, Version: 1

ACTION REQUESTED:

Communication from the City Manager and the Community Development Director with a Request to Approve a TWO-YEAR CONTRACT and TWO ONE-YEAR EXTENSIONS with JAF CONSTRUCTION to provide BOARD UP SERVICES.

BACKGROUND: Distressed, damaged, and vacant properties are boarded up to protect against further destruction by the elements, provide security, and enhance public safety. Bids were solicited for a two-year contract with the option of two additional one-year extensions. The contract will commence on September 1, 2014 and terminate on August 30, 2016.

The Purchasing Division issued nineteen (19) requests for bids and received two (2) bid responses. Proposals were scored by three reviewers using the following criteria:

1. Approach to Project (40 points)
2. Previous Experience (15 points)
3. Minority Business Enterprise/Women Enterprise Participation (5 points)
4. Cost (40 points)

	<u>JAF Construction</u>	<u>SERVPRO</u>
Reviewer 1	95	85
Reviewer 2	100	75
Reviewer 3	100	60
TOTAL	295	220

JAF Construction submitted the following lowest bid proposal:

Window, Door, and Other Openings	\$2.50/square foot
Door Opening Hinged with Hasp and Lock (one per structure)	\$70.00/square foot

FINANCIAL IMPACT: This contract will give the City of Peoria the ability to board up properties in a cost-effective manner by accepting the lowest proposal. Costs are potentially recovered through billing the property owner.

NEIGHBORHOOD CONCERNS: Unsecured properties deteriorate neighborhoods and threaten public safety.

IMPACT IF APPROVED: Boarding up unsafe and deteriorating properties will help to stabilize neighborhoods and improve public safety.

File #: 14-375, Version: 1

IMPACT IF DENIED: Neighborhoods will be blighted with unsecured and unsafe properties.

ALTERNATIVES: NA

EEO CERTIFICATION NUMBER: 00896-150930

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2014 - 2029 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Attractive Neighborhoods with Character: Safe and Livable
2. Financially Sound City Government, Effective City Organization
3. Grow Peoria: Businesses, Jobs, and Population

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

1. Reinvest in neighborhoods.
2. Have an efficient government.
3. Reduce crime.

DEPARTMENT: Community Development



CERTIFICATE OF LIABILITY INSURANCE

FILE NO. 14-375
OP ID: AFDATE (MM/DD/YYYY)
01/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

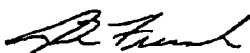
PRODUCER Mid Illinois Ins Services, Inc. 1524 W. Glen, Ste B Peoria, IL 61614 Mark F. Alwan	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: J AFC-01		
INSURED JAF Construction Co James Fleming DBA 2813 W. Wardcliffe Dr Peoria, IL 61604	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Pekin Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
		NAIC # 24228

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CL0103899	05/12/2014	05/12/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below							
N/A							
WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITY002 City of Peoria 410 Fulton St. Peoria, IL 61602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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