

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

#09-18

This agreement, made and entered into this 1st day of May A.D., 2018 by and between the City of Peoria, a municipal corporation, party of the first part, and JC Dillon Inc., 1515 Luthy Drive, Peoria, IL 61615, 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.

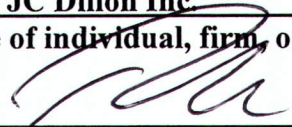
IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or 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.


In accordance with the attached specifications, bid and pricing JC Dillon Inc. will provide Plumbing Services for the City of Peoria.

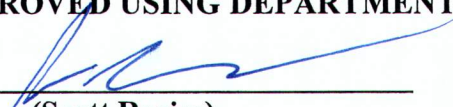
The contract will begin May 1, 2018 and end April 30, 2020.

**THE CITY OF PEORIA**  
By   
City Manager

**PARTY OF THE SECOND PART**  
JC Dillon Inc  
(Name of individual, firm, or corporation)  
By   
(Member of firm or officer of corporation)

**APPROVED FINANCE DEPARTMENT**  
By   
(James Scroggins)

**APPROVED LEGAL DEPARTMENT**  
By   
(Don Leist)

**APPROVED USING DEPARTMENT**  
By   
(Scott Reeise)

Received by J.C. Dillon, Inc.		
P.O. #		
Date <u>4-30-18</u>		
INIT.	APP	REJ
J.D.		
C.D.		
T.D.	✓	



Legislation Details (With Text)

**File #:** 18-105      **Version:** 1      **Name:** 2018 Plumbing Maintenance Contract Award to JC Dillon  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 4/11/2018      **In control:** City Council  
**On agenda:** 4/24/2018      **Final action:**  
**Title:** Communication from the City Manager and Director of Public Works with a Request to APPROVE the LOW BID of J. C. DILLON for the Annual Plumbing Maintenance CONTRACT for an Estimated Annual Cost of \$52,000.00.  
**Sponsors:**  
**Indexes:** Goal 1 - Financially Sound City, Have an efficient government., Invest in our infrastructure and transportation  
**Code sections:**  
**Attachments:** 1. Annual Plumbing Maint Contract Bid Summary Sheet

Date	Ver.	Action By	Action	Result
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**ACTION REQUESTED:**

Communication from the City Manager and Director of Public Works with a Request to APPROVE the LOW BID of J. C. DILLON for the Annual Plumbing Maintenance CONTRACT for an Estimated Annual Cost of \$52,000.00.

**BACKGROUND:** In order to maintain the City of Peoria's buildings, assistance is frequently needed for plumbing repairs. For many years, the City has successfully utilized the services of a contract plumber for these repairs.

Bids for these services were solicited on March 26, 2018. Bids were opened on April 11, 2018 with two (2) bids received, as follows:

Contractor:	Hourly Rate:	Overtime Rate:	Apprentice Hourly Rate:	Apprentice Overtime Rate:	Backflow Prevention Service:
J.C. Dillon	\$67.00	\$118.00	\$67.00	\$118.00	\$108.00
MSI	\$112.00	\$155.00	\$98.00	\$135.00	\$166.00

The Contractual agreement provides for an initial period of two (2) years with three (3) one-year extensions at the discretion of the City. Extensions would be based on contractor performance during the initial period.

**FINANCIAL IMPACT:** Funding for these services is budgeted in the 2018 Public Works Department, Facilities Maintenance operating budget line item for plumbing: 101-3123-546.37-24.

**NEIGHBORHOOD CONCERNS:** N/A

**IMPACT IF APPROVED:** The building plumbing systems will continue to be maintained in a timely, safe, and serviceable manner.



**IMPACT IF DENIED:** The building plumbing systems will deteriorate to the point of replacement rather than maintenance. Cost of repairs will increase with further deterioration.

**ALTERNATIVES:** Public Works could explore hiring a full time plumber.

**EEO CERTIFICATION NUMBER:** J.C. Dillon has a current EEO #01011-190331

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

1. Financially Sound City
2. Choose an item.
3. Choose an item.

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

1. Invest in our infrastructure and transportation.
2. Have an efficient government.
3. Choose an item.

**DEPARTMENT:** Public Works

**REQUEST FOR BIDS  
Plumbing Maintenance  
#09-18**



CITY OF  
**PEORIA**

**ISSUED BY  
DIVISION OF PURCHASING  
CITY OF**

**PEORIA, ILLINOIS**

Pre-Bid Meeting – Peoria City  
Hall – 419 Fulton Room 108.  
Tuesday, April 3, 2018. 2:00  
pm

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

**Wednesday, April 11, 2018  
for furnishing the materials, or services  
described herein.**

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

JC DILLON INCORPORATED  
1515 W LUTHY DR  
PEORIA IL 61612 3590



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## **INSTRUCTIONS TO BIDDER (1)** 1/4/18

**ACCEPTANCE OF BIDS** - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within **sixty (60)** calendar days from the bid opening date.

**ADDITIONAL COPIES OF SPECIFICATIONS** - Bidders may secure additional copies of the bid specifications from the City Purchasing office.

**BID ENVELOPE IDENTIFICATION** - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate in the LOWER LEFT HAND CORNER OF THE ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

**MAILING OF BIDS** - **Two copies of all bid proposals are** to be mailed or delivered to the City Purchasing Manager, 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. The City Purchasing Manager can be contacted at (309) 494-8582.

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

**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.**

**WITHDRAWAL OF BIDS** - Bidders may withdraw their proposals at any time prior to the bid 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 bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

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

**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 proposal. 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 thereto and initialed in ink by the party signing the bid or his authorized representative.

**DISCOUNTS** - Cash discounts for payment within twenty (20) days or more will be considered in the awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid



evaluation. Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

**SIGNATURES** - Each bid 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. Bids 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** - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result 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.

**EQUAL EMPLOYMENT OPPORTUNITY** – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria and/or County 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. The number is secured by completing and submitting 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.* Though the form may be included in the bid package, it can be requested on-line from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Government > Departments A-G > Equal Opportunity > Forms, 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 Street  
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 bid proposal. The EEO Certification Number is only required prior to the award of the contract.**

**Good Faith Efforts Requirements (Public Works Projects exceeding \$50,000) N/A**  
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 bidders 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 bidders even if it is a “no bid”. Do not include any personal information such as social security numbers that the bidder/proposer wishes to keep confidential.

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

**CITY’S AGENT**- The City Purchasing Manager shall represent and act for the City in all matters pertaining to the bid proposal and contract in conjunction thereto.

**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 enter into the manufacturer, 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 bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

**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.

**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.

**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 hereon.



**BID-RIGGING OR BID-ROTATING** - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result 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.

**DELINQUENT PAYMENT** - By the signing of 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.

**PERMITS AND LICENSES** - The successful bidder shall obtain, at his 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.

**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 Bidders".

**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 [www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/) for examination. 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 as long as 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.

**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.”**

**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.

**EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR**

**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).

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



# CITY OF PEORIA

## PLUMBING MAINTENANCE BID PROPOSAL

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### SCOPE OF WORK

This work shall require the successful bidder to supply all labor, equipment and tools associated with the plumbing craft. The successful bidder will also be required to obtain necessary materials and other incidental items as may be needed for the maintenance of existing plumbing or installation of new plumbing systems on City facilities and grounds. Work shall be performed by journeyman plumbers in accordance with all applicable State of Illinois, County of Peoria and City of Peoria regulations pertaining to plumbing installations, maintenance and repair work.

These items of work are only those types that are routinely encountered in the maintenance and repair of the buildings and grounds systems owned or controlled by the City of Peoria. The City reserves the right to obtain competitive bids for specific projects. However, the City may award such projects to the contractor in accordance with the terms of the contract.

A qualified plumber shall certify all backflow preventers every year of this contract in the month of August.

### PRE-QUALIFICATION OF BIDDER

All potential bidders are encouraged to attend a pre-bid conference on **April 3, 2018**, at 2:00 p.m. at Peoria City Hall 419 Fulton Street, Peoria, IL 61602 Room 112. Contact Chris Switzer, Purchasing Manager at 494-8582 with questions regarding this pre-bid conference.

### BID OPENING

Price Proposals are due to the Office of the Purchasing Manager, **Room 108 at City Hall, by 2:00 p.m. local time on April 11, 2018**. The bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due. Proposals will be opened and publicly read shortly after.

### CONTRACT ADMINISTRATOR

The City of Peoria, Director of Public Works or his designated representative shall administer this contract. The designated representative for administration of this contract shall be the Facilities Manager, 3505 N. Dries Lane, Peoria, Illinois 61604, phone: 494-8851.

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, Peoria, Illinois 61602, phone: (309) 494-8582.



# CITY OF PEORIA

## PLUMBING MAINTENANCE BID PROPOSAL

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### **LENGTH OF CONTRACT**

The term of this contract shall be for two years. The contract will commence on May 1, 2018, and terminate on April 30, 2020. The contract may be extended for three additional one-year periods based at the discretion of the City of Peoria.

### **CONTRACT EXTENSION**

Upon expiration of this contract, and at the discretion of the City of Peoria, the bidder may be required to extend the terms of this contract for a maximum of three (3) one-year extensions. Upon expiration of this contract, and at the discretion of the City of Peoria, the bidder may be required to extend the terms of this contract on a month to month basis, not to exceed six (6) months. In the event the City of Peoria desires to extend the term of this contract, a notification will be sent by certified mail to the contractor's address of record, 30 days prior to termination of this contract.

### **ADDITIONS AND DELETIONS**

The City reserves the right to add and/or delete services at City-owned or leased buildings as may become necessary. Cost for such additional work shall be negotiated on a per site basis. The amount to be deducted for deletion of inspection and testing services shall be the unit price bid for the services to be deleted. Should any building be deleted, the contractor shall be notified in writing thirty (30) days preceding termination of services to that facility.

### **CONTRACTOR QUALIFICATIONS**

The contractor shall be certified by the State of Illinois, Department of Registration, as a licensed plumbing contractor in the State of Illinois. The contractor shall obtain City of Peoria building permits for all new installation work. Permits will be issued with fees waived for City of Peoria facilities. The contractor shall submit, with the bid, a minimum of five (5) references to confirm satisfactory performance and experience in the plumbing craft over the last five (5) years in the Peoria area. Reference shall include experience in commercial and industrial plumbing maintenance as well as backflow valve inspection, testing and repair.

### **PERSONNEL QUALIFICATIONS**

The contractor shall furnish workers classified as master journeymen plumbers. A mechanic certified in the State of Illinois for such work shall perform all backflow valve inspections, testing and repair work performed under this contract. When apprentices are to be utilized in the fulfillment of any of the terms of this contract, the City shall be notified forty-eight (48) hours in advance of any such work. Apprentices, when utilized, must be currently enrolled in an Apprentice Training Program that is recognized as a program that offers the required training to culminate into the position of a journeyman classification. Apprentices shall only be used to perform work that they have been qualified to do under the Apprentice Program and this work must be performed under direct supervision of a journeyman plumber.



# CITY OF PEORIA

## PLUMBING MAINTENANCE BID PROPOSAL

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### **ESTIMATED AMOUNT OF WORK**

It is currently estimated that the annual value of this work may be approximately \$52,000. The City does not make any guarantee regarding the actual amount of work that may be available under this contract.

### **AUTHORIZING WORK**

Normally, only those staff persons of Facility Operations are authorized to order work. If an unauthorized City employee requests the contractor for an emergency condition, the contractor shall proceed with the work, and notify the contract administrator as soon as practical. Except under emergency conditions, a printed work order will be issued by City of Peoria Facility Operations at the time of requesting work and prior to the contractor providing service. In emergency conditions, a printed work order will be provided after the fact.

### **RESPONSE TIME**

The contractor shall respond to any emergency condition within **one** (1) hour of notification of any emergency condition. Breakage or repair work which is not of an emergency nature may be scheduled for work by mutual agreement between the contractor and the City of Peoria Contract Representative or within 48 hours. Preventative maintenance for such items as winterization and de-winterization shall also be conducted on a mutually agreed schedule.

### **ROUTINE SUPPLIES**

The City will not provide, nor pay for routine supplies that may be required for any job. Routine supplies shall include those items such as, but not limited to, tape, cement, solder, pipe dope, and any miscellaneous routine supplies that are normally required for routine plumbing maintenance. These supplies shall be stocked and carried on a fully equipped service vehicle that shall provide for a twenty-four (24) hour, seven (7) day a week repair service. The contractor, when submitting the unit price quotes, should take into consideration that these supplies should be included in the cost of overhead. No other compensation for these routine supplies will be allowed.

### **BASIS OF PAYMENT FOR MATERIALS**

Any contractor stock used on this contract other than routine supplies shall be included on the monthly invoice.

The cost of materials, as required for authorized work, shall be paid for on a cost plus ten (10%) percent cost markup. The material invoice shall contain the date(s) that the parts or materials will be incorporated into the job, the signature of the person who has been pre-authorized by the City to perform the work, and the work order number. No other compensation for picking up or supplying these materials will be allowed.



# CITY OF PEORIA

## PLUMBING MAINTENANCE BID PROPOSAL

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The contractor shall not utilize materials purchased for use on City of Peoria projects for other work. Failure to comply with these provisions will be grounds for immediate termination of the contract.

### VERIFICATION OF COMPLETED WORK ORDERS

The contractor shall be responsible for obtaining a work verification signature on the printed work order from a member of the City Facilities staff or other City employee qualified to determine that the requested work was completed satisfactorily.

### BASIS OF PAYMENT FOR LABOR

The basis of payment shall be cost per hour and shall include all wages, benefits, overhead, profit, equipment, tools, travel and other incidental items required to complete the work. There shall be no additional compensation for travel time. The City shall pay a minimum charge of one (1) hour for authorized work orders. Work beyond the one (1) hour minimum shall be invoiced in .25 hour increments. No additional compensation for travel time shall be paid beyond the one-hour minimum charge for work.

### WAGE ADJUSTMENTS

If during the term of this contract the prevailing rate of wages, as found by the City of Peoria, Illinois and the Illinois Department of Labor, is adjusted, then this contract shall be adjusted only by that adjusted rate. No multipliers or other additions to the adjusted rate shall be allowed during the term of this contract. All bidders should bid based on the rate in effect as of **May 1, 2018**.

### INVOICING

The contractor shall prepare and submit an invoice **monthly**. The invoice shall include the following information: Printed work order numbers, name of workers, date job started, date completed, total number of hours in each category and copies of all material invoices and a copy of the signed work order. All invoices shall be submitted to the City of Peoria, Facilities Operations Division, 3505 N. Dries Lane, Peoria, Illinois 61604.

### FAILURE TO COMPLY

Invoices submitted without required documentation, work order authorization numbers and verification signatures will be returned to the contractor unprocessed.

# **CITY OF PEORIA**

## **PLUMBING MAINTENANCE BID PROPOSAL**

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### **METHOD OF PAYMENT**

Within thirty (30) days of submission, the City of Peoria shall pay the contractor from invoices submitted and approved for completed work. Invoices that are submitted without the required documentation will not be considered for payment and will be returned to the contractor for re-submittal.

### **CANCELLATION**

If the contractor fails to perform 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. In the event the contract is canceled, "...the vendor can 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 the City Ordinance Section 10-102."



**CITY OF PEORIA  
PLUMBING MAINTENANCE – BID PROPOSAL**

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Regular Rate Per Hour: \$ 67<sup>00</sup> /hr.  
(Excludes Sup) Overtime Rate Per Hour: \$ 108<sup>00</sup> /hr.  
Apprentice Rate Per Hour: \$ 67<sup>00</sup> /hr.  
(Excludes Sup) Apprentice Overtime Rate Per Hour: \$ 108<sup>00</sup> /hr.  
Backflow Preventor Certifications \$ 108<sup>00</sup> /each

All overhead expenses shall be included in above rates.

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

BID SUBMITTED BY:

J. C. Dillon, Inc # 190331  
01011-~~15331~~  
Company Peoria E.E.O. Certificate of Compliance Number

1515 W. Luthy Dr  
Address

Peoria IL 61615 309-689-1596  
City State Zip Daytime Telephone #

309-208-2998 Tim Dillon  
After Hours Telephone # Contact Person (Please print or type)

Tim Dillon UPM  
Name of Authorized Agent or Officer Title

[Signature]  
Signature of Authorized Agent or Officer

4-11-18  
Date

**MARK ENVELOPE:**

**BID NO. 09-18**