

REQUEST FOR PROPOSALS

Residential Demolition Contractor

#21-21



CITY OF

PEORIA

**ISSUED BY
DIVISION OF PURCHASING
CITY OF**

PEORIA, ILLINOIS

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

Wrecking Bond Required

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

Friday, December 3rd, 2021

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

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

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INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance Reporting Minority/Female Worker Utilization

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

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

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

CONTRACT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

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

Local Purchasing –

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

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

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

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

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

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

written contract.

Contact Information for Proposal:
Justin Danyus, City of Peoria, Purchasing Manager
419 Fulton Street, Room 108, Peoria, IL 61602
(309) 494-8507 jdanyus@peoriagov.org



CITY OF PEORIA, ILLINOIS

RESIDENTIAL DEMOLITION SPECIFICATIONS

BID # 21-21

DATE: 11/16/2021

1. SCOPE

This specification covers the requirements for the demolition of residential structures with the City of Peoria.

- A. Court-ordered or owner-agreement demolitions of both non-City-owned and City owned residential structures and/or accessory structures within the corporate limits.
- B. This contract shall include all labor, equipment, materials, and services necessary for and reasonably incidental to, the proper completion of all demolitions, wrecking, removal of old materials, debris, slabs, filling basements, filling crawl spaces, etc., as hereinafter specified.
- C. The City of Peoria may choose two contractors depending on the ability of the contractor who scores the top overall score to demolish structures in a reasonable timeframe.
- D. A premium rate will be applied for all emergency residential demolition activities required to be completed subsequent to a natural disaster (fire, tornado, etc...) and on an on-call basis. This does not include emergency demolition on accessory structures. A contractor will only get the emergency rate for the main structure.
- E. Contractor must be available to do demolitions 24 hours a day and seven days a week included holidays for emergency purposes. Contractor must provide an emergency contact phone number for Community Development and Fire Department staff to contact. Missed calls must be returned within fifteen minutes and demolition contractor must be able to be on site within one hour of notification. Contractor must secure and monitor site until demolition is complete.

2. ON-SITE INSPECTION BY CONTRACTOR:

Contractor shall visit and carefully examine the premises so as to familiarize himself with existing conditions and difficulties that will attend the demolition. On-site inspection by the contractor shall be made after receiving the purchase order to demolish said structure and before obtaining the demolition permit. When the contractor applies for the demolition permit, an on-site inspection of the property will be presumed to have been made by the contractor. No allowance will be made for extra labor and/or materials required or for difficulties encountered which would have been foreseen had an examination been made prior to issuance of the permit.

Contractor shall accept premises as found and clear site as specified. Owner assumes no responsibility for the condition of the building on the site, nor continuation in condition existing at the time contractor examined same.

Note: In the case of an Accessory Demolition, which is a demolition of a detached garage or other structure separate from the main structure, the slab must be removed and the site must be leveled to existing grades, unless the contractor is instructed to leave the slab, as specified on the purchase order, at which time the anchor bolts will be removed.

3. NOTICES:

Contractor shall notify in writing all adjoining property owners, notifying them two days in advance of the time they expects to begin operations and also to the extent of the work insofar as it may affect surrounding property as required by state laws and City ordinance. This is waived for emergency demolitions. The City will create a standard notice, but it is still the contractor's responsibility to notify the owner.

4. PERFORMANCE:

This contract will be a performance-based contract and contractors will receive additional work upon successful completion of any pending demolition purchase orders. Additional work will be assigned as work is completed and meets the approval of the Community Development Department Director or designee hereafter referred to as Community Development Department.

5. SPECIFICATIONS FOR THE DEMOLITION ARE AS FOLLOWS:

Demolition permits and fees will be required on all demolitions and shall be the responsibility of the demolition contractor. The contractor will have five (5) calendar days to obtain the demolition permit after receipt of

notification from the City of Peoria and no longer than ten (10) calendar days after receipt of the demolition permit to complete the demolition, including final grading of the lot. Failure to follow this schedule by the contractor will be considered as delinquent. The City will notify the utility companies to cut service to the structures. Utility cutoffs shall be the ultimate responsibility of the contractor, and no demolition shall begin until utilities have been cut. No demolition activity will commence until the demolition permit and fees have been paid and a copy of such is in hand. The permit must be on site at all times. Citations may be issued for demolition activity without a permit. **In addition, if a permit is not pulled before the start of the demolition, the City reserves the right to take twice the amount of the permit fee from the amount the contractor will be paid for the job.**

The contractor shall give outstanding demolitions priority to any awarded demolition contracts or orders received from any other source. The contractor must notify the Community Development Department if he/she is not available for additional work. The City may utilize a backup contractor and begin to assign them the primary work assignments.

6. LIQUIDATED DAMAGES:

Any demolition not performed within the above-mentioned 15-day time limit shall be subject to liquidated damages of \$50 per day for each calendar day. Provided, however, that any day for which weather conditions made it unfeasible to work on the demolition shall not be considered when assessing the fifteen (15) days in which a demolition shall occur.

7. PROTECTION:

- A. Conduct operations with a minimum interference with streets, driveways, alleys, sidewalks, adjacent property, and neighborhood.
- B. Salvage rights of all real property shall begin upon receipt of the demolition permit. Salvage activities shall not be conducted without a demolition permit in hand. All materials shall become the property of the contractor. Salvage materials must be removed from the demolition site prior to demolition of structure. Once demolition starts on the building, all material must be disposed of at an approved I.E.P.A. landfill. The City reserves the right at any point to authorize another contractor to perform salvage work on properties prior to demolition.

- C. The work under this contract shall be executed in an orderly and careful manner with due consideration for owner, neighbors, and the public. All materials shall be promptly removed from the premises as rapidly as the buildings are wrecked and shall not be permitted to accumulate. No materials shall be dropped, or thrown, from great height. All materials not removed by derrick or similar apparatus shall be lowered through properly constructed rubbish chutes provided and erected by the contractor. All rubbish shall be thoroughly wetted so as to eliminate dust.
- D. Buildings shall be completely removed, including foundation walls. The entire building including basement floors and slabs shall be removed. Known locations of cisterns and catch basin walls shall also be removed 12 inches below final grade and the cistern filled. Cistern fills must be guaranteed for six (6) months. Should the cistern(s) reopen within six (6) months of being filled, the contractor shall re-fill them at no cost to the City. All interior walls shall be removed to the basement floor. The basement floor will need to be removed. Driveways, etc. shall be removed, but not public sidewalks and curbs.
- E. All demolition work shall be executed in such a manner so as to insure adjacent property against damages, which might occur from falling debris or other cause, and to interfere with the use of adjacent buildings.
- F. The contractor shall capture and retain pictures of but not limited to the project before work has begun, while the demolition is performed and after the site has been cleared and graded. The Community Development Department reserves the right to request the pictures from the project at its discretion.
- G. Sewer stub to property shall be plugged by contractor at the building line or at the curb line. The contractor shall capture a picture of the plug before placing any fill in the excavation and provide it to the Community Development Department upon its request. If the picture is not captured or is not sufficient to determine the sewer plug was inserted, the contractor will dig up the site to allow visual confirmation to the Community Development Department.
- H. Basement excavations, cisterns and catch basins shall be filled and compacted to existing grades of the property. At the direction of the Code Enforcement Inspector, the fill will be either pit run sand and gravel, clay and sand, or sand and on top 6 inches of top soil – then grass seed. All dirt must be free of debris or brickbats. The purchase order will indicate what type of fill is to be used. **No organic material will be allowed as fill material. The hole is**

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

- I. Buildings, garages, and other accessory structures that have crawl spaces or a slab, that are removed must be filled to the existing grade of the property. The cost for this work should be included in the basic square foot rate. It will not be considered under the basement fill rate. A crawl space is considered to be 3 feet or less. Additional excavation that is needed must be pre-approved by City staff.

8. PROPERTY AND EQUIPMENT:

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

9. DISPOSITION OF DEBRIS

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

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

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

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

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

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

10. RESPONSIBILITIES:

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

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

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

11. SPECIAL PROVISION:

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

12. REQUIREMENTS FOR THE CONTRACT AWARD:

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

13. INSURANCE:

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

14. AWARD:

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

15. WRECKING BOND:

- A. Before any permit required by this division is issued granting authority to wreck the same shall file with the City Clerk a bond with sureties to be approved by the corporation counsel to indemnify, keep and save harmless the City against any loss, cost, damage, expense, judgement or liability of any kind whatsoever which the City may suffer, or which may accrue against, be charged to, or be recovered from the City, or any of its officials, or by reason or an account of accidents to persons or property during any such wrecking operations, and from or by reason or on account of anything done under or by virtue of any permit granted for any such wrecking operations. Wrecking bonding shall be in compliance from with Section 5-379 of the Code of the City of Peoria.

- B. Such bond in each case shall extend to and cover all such wrecking operations carried on through permits obtained thereunder by such person beginning January 1 and ending December 31, and no permit shall be issued for any wrecking work, except as hereinbefore otherwise provided during such year until such bond is filed. Such bond shall be in the penal sum of \$20,000 for all wrecking operations on such buildings and other structures not more than three stories in height, and there shall be an additional bond filed in the penal sum of \$20,000 or a bond in the penal sum of \$40,000 shall be filed in the first instance in case of wrecking operations on buildings and other structures four or more stories in height. **Such bond shall be for time limits as required by the City of Peoria.**

- C. Upon the filing of such bond, the person engaged in the work of wrecking such buildings and other structures may obtain permits for such wrecking operations as are authorized under the bond, during year in which the same is filed; provided, however, that in case of an accident of casualty in the progress of any wrecking operations carried on under any permit so issued, or the happening of any circumstance which might, in the opinion of the code official, render such bond inadequate, the building official may, in his discretion,

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

16. TERM OF CONTRACT:

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

17. Evaluation Criteria

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

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

18. CONTRACT ADMINISTRATOR:

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

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

19. CANCELLATION:

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

20. PREVAILING WAGES:

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

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CITY OF PEORIA BID PROPOSAL

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

Award Process

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

Response Format to RFP

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

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

CITY OF PEORIA BID PROPOSAL

Provide Pricing Below:

1. Price for demolition of any living space of a one, one and one-half, two or three-story building only: (Measurement is total sq. ft.)
Per Square Foot \$_____

2. Price for demolition of stand alone garages/accessory structures which may include living space. (Measurement is total sq ft.)
Per Square Foot \$_____

3. Price for basement fill rate:
Approved fill & six inches of top soil and grass seed.
Per Cubic Foot \$_____

4. Price for emergency demolition: Per Square Foot \$_____

PROPOSAL

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

PROPOSAL SUBMITTED BY:

Company # Peoria EEO Number

Address

City State Zip Daytime Telephone #

After Hours Telephone # Contact Person (Please print or type)

Name of Authorized Agent or Officer Title

Signature of Authorized Agent or Officer Date

MARK ENVELOPE: PROPOSAL #21-21