

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

15-14

This agreement, made and entered into this 1st day of April, A.D., 2014 by and between the City of Peoria, a municipal corporation, party of the first part, and JIMAX, 7001 Vauxhall Place, 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.

JIMAX will perform demolition services in accordance with proposal and specifications attached starting July 9, 2014 at the rates specified in the attached proposal #26-14 as the primary vendor for two years, ending July 8, 2016.

THE CITY OF PEORIA

By   
City Manager

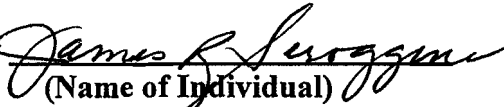
PARTY OF THE SECOND PART

JIMAX CORP.

(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)



# City of Peoria

419 Fulton Street  
Peoria, IL 61602  
www.peoriagov.org

## Legislation Text

**File #: 14-134, Version: 1**

**ACTION REQUESTED:**

Communication from the City Manager and Community Development Director with a Request to Execute a Two-Year RESIDENTIAL DEMOLITION CONTRACT with JIMAX and Backup Contractor Provisions with RIVER CITY DEMOLITION and IRON HUSTLER EXCAVATING.

**BACKGROUND:** Structures that are deemed dangerous and a public safety hazard are demolished after the property owner has been given sufficient notice and the opportunity to make necessary repairs. Proposals were solicited for a two-year residential demolition contract with backup contractor provisions.

The Purchasing Division issued fourteen (14) requests for proposals and received four (4) responses, one of which was a no bid. Proposals were scored by three reviewers using the following criteria:

1. Approach to Project (30 points)
2. Previous Experience (20 points)
3. Cost (45 points) (See attachment A)
4. Minority Business Enterprise/Women Business Enterprise Participation (5 points)

The scores were as follows.

	<u>JIMAX</u>	<u>River City Demolition</u>	<u>Iron Hustler Excavating</u>
Reviewer 1	100	77.5	55
Reviewer 2	100	77.5	50
Reviewer 3	96	95	89
<b>TOTAL</b>	<b>296</b>	<b>250</b>	<b>194</b>

**FINANCIAL IMPACT:** This contract will give the City the ability to demolish properties in a cost-effective manner by accepting the lowest proposal and providing the backup contractor with the next lowest cost to ensure service delivery is not hampered. Costs are potentially recovered through billing the property owner and attaching liens on properties that go unpaid. The main funding source for this contract will be Federal CDBG funds.

**NEIGHBORHOOD CONCERNS:** Dangerous and nuisance properties deteriorate neighborhoods and threaten public safety.

**IMPACT IF APPROVED:** Removal of dangerous and unsightly structures will have a positive impact on neighborhoods.

**IMPACT IF DENIED:** Neighborhoods will be blighted with deteriorated and dangerous properties.

**ALTERNATIVES:** NA

<b>EEO CERTIFICATION NUMBER:</b>	JIMAX	#03104-150331
	River City	#00037-140630

Iron Hustler #01412-150331

**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

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

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

**DEPARTMENT:** Community Development

PROPOSAL SUMMARY

Proposal # 15-14

Demolition

28-Apr-14

ITEM	UNITS	DESCRIPTION	Ironhustler Excavating	Jimax	River City Demolition	Perennial Outdoors
			UNIT COST	UNIT COST	UNIT COST	UNIT COST
1	1	Demolition Building	\$ 6.50	\$ 3.20	\$ 3.85	
2	1	Demolition Accessory	\$ 6.50	\$ 1.93	\$ 2.95	NO PROPOSAL
3	1	Fill	\$ 2.00	\$ 1.08	\$ 0.55	
4	1	Emergency Demolition	\$ 11.50	\$ 4.00	\$ 5.35	

EEO

01412-150331

03104-150331

031041-140331

14 Bids Sent

4 Returned

**REQUEST FOR PROPOSALS**

**Residential Demolition Contractor**

**# 26-14 (Re-Proposal)**



**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 Fulton Street, Peoria, Illinois until 2:00 P.M.**

**Monday, June 16, 2014**

**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)  
(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 Propers 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](http://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 (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.***

**CITY OF PEORIA, ILLINOIS**

**RESIDENTIAL DEMOLITION SPECIFICATIONS**

**BID # 26-14**

**DATE: June 2<sup>nd</sup>, 2014**

Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., will apply to this project. 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.

Responsible bidder language for public works construction contracts in excess of \$100,000 apply to this project. See page 8.

**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.

**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 in 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 one day in advance of the time he 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 Department of Inspections hereafter referred to as Code Enforcement Division.

**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 the purchase order 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 Code Enforcement Division if he/she is not available for additional work.

**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.
- 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, which shall be removed to the basement floor. 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 five (5) months. Should the cistern(s) reopen within five (5) 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 shall be cracked to allow for drainage. 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. Sewer stub to property shall be plugged by contractor at the building line or at the curb line.
- G. The Code Enforcement Division will inspect the sewer plug and the excavation at the same time. The inspection will verify the plugging of the sewer, the removal of foundation walls and all interior walls to the basement floor, and the cracking of the basement floor. The contractor shall allow one (1) working day advance notice for the inspection. It is the responsibility of the contractor to contact the Code Enforcement Division for the inspection of the plugged sewer stub and the excavation before placing any fill in the excavation. Failure to contact the Code Enforcement Division for a sewer plug check will result in the contractor having to dig up the site to allow visual confirmation.
- 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 5 business days of the structural demolition.**

**Failure to meet this deadline may result in the City cancelling the purchase order, not paying the demolition contractor for that demolition and hiring a third party to fill the hole and complete the demolition.**

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

## **8. PROPERTY AND EQUIPMENT:**

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

## **9. DISPOSITION OF DEBRIS**

- A. Private sidewalks, driveways and retaining walls, other than public right-of way, shall be removed. Fences and slabs shall be removed. Shared driveways, shared sidewalks and shared fences shall be removed upon the direction of the Code Enforcement Division.
- 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, with 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 Code Enforcement Division 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 Code Enforcement Division. 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 Code Enforcement Division.



- 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 Code Enforcement Division immediately in writing upon forms provided by the Code Enforcement Division 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 Code Enforcement Division.

The Code Enforcement Division 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 Code Enforcement Division or designated representatives. Payment for each demolition shall be paid only upon receipt of the necessary documentation. No partial payments will be issued unless final grading can not be made due to the weather, or other specific reasons, in which case ten percent (10%) of the Purchase Order total will be held back. 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. **RESPONSIBILITES:**

- A. The contractor shall not subcontract or assign any work to be performed pursuant to these specifications without the prior written approval of the Code Enforcement Division. 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 Code Enforcement Division.
- B. The contractor must provide the Code Enforcement Division 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 Code Enforcement Division 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 received prior to Monday at noon of any week accompanied with completed damage waiver and dump tickets, invoice, and inspector's approval from the Code Enforcement Division will be processed, and a check typically will be available to all contractors on Friday of the same week. 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.
- 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.

**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.

**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 he can obtain the required coverage. All employees, that he 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, require such additional bond as he may deem necessary to fully protect the City from loss resulting from the issuance of such permits before he allows the work to proceed, or before any additional permits are issued by him.

**16. TERM OF CONTRACT:**

June 25<sup>th</sup>, 2014 to December 31<sup>st</sup>, 2016

**17. Evaluation Criteria**

- **Approach to Project (40 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.
- **Previous Experience (15 Points)** – Include detailed relevant experience of similar work for, with appropriate references.
- **Pricing (40 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 (5 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.

**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 112, 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."*

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**CITY OF PEORIA BID PROPOSAL**

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

- A. Approach to the project
- B. Previous Experience
- C. Minority/ Women Business Enterprise participation

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**Provide Pricing Below:**

- 1. **Price for demolition of any one, one and one-half, two or three-story building only:**  
(Measurement is sq. ft. per fl.)  

Per square foot      \$ 3.78
  
  - 2. **Price for demolition of stand alone garages/accessory structures.**  
(Measurement is sq. ft. per fl.)  

Per square foot      \$ 2.55
  
  - 3. **Price for basement demolition fill:**  
**Approved fill & six inches of top soil and grass seed.**  

Per cubic foot      \$ .78
  
  - 4. **Price for emergency demolition:**  

Per square foot      \$ 5.20
-

**CITY OF PEORIA  
PROPOSAL**

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

**PROPOSAL SUBMITTED BY:**


JIMAX # 0310 41-140331  
Company Peoria EEO Number

7001 VAUXHALL PL  
Address

PEORIA IL 61615  
City State Zip Daytime Telephone #

630-319-2477 JAMES KOSNER  
After Hours Telephone # Contact Person (Please print or type)

JERRY KOSNER OWNER  
Name of Authorized Agent or Officer Title

 6/16/2014  
Signature of Authorized Agent or Officer Date

**MARK ENVELOPE: PROPOSAL 26-14**

## **City of Peoria Demolition Bid 15-14**

**JIMAX , 7100 Vauxhall PL Peoria IL 61615 James Kosner President 630-319-2477**

**Capacity:** Qty (5) 1 to 1.5 story houses up to 1500 sq ft per week or Qty (3) 2 story residential houses 2500 sq ft per week or Qty (2) 2.5 to 3 story houses to 2500 sq ft per week with a 7 man demolition crew. The demolition crew is defined as James Kosner operating the 2013 CAT 316 taking the structure down and loading the trailers with concrete block. Chuck and Chris Gustavason running fill dirt and concrete block in 28' dump trailers. Couri and Richard running 2 48' walking floor trailers with construction debris to the landfill. Once the houses are down and the fill dirt dumped, Jimax Landscape will level, Harley rake and seed various lots with the 2013 CAT 289C2. The limiting factor on demolition remains the landfill hours of 7am to 3pm and the rainy weather preventing access to fill dirt and the fill dirt.

**Understanding of Project:** JIMAX is an approved residential and commercial demolition contractor for 3 story residential and commercial buildings for Peoria IL and Detroit MI. With the urban redeployment and redevelopment in both cities there is need for a residential & small retail / commercial demolition service provider. JIMAX understands the complete City of Peoria process for Bid Bond, Wrecking Bonds, City of Peoria Demolition Permits & Purchase Orders, IEPA Permitting, Asbestos Identification & Abatement, Landfill Paper Work and City of Peoria Inspection Requirements for Sewer and Water. James Kosner will be a Certified Illinois EPA asbestos contractor supervisor and the IEPA asbestos competent person at the job site. James will take the IEPA test on June 20, 2014.

JIMAX has enjoyed a successful 3.5 year relationship with Code Enforcement in Weed & Litter, Mowing and Industrial & Residential Clean Ups. Your JIMAX staff for Code Enforcement includes 5 teams: Leland Winkleman & Kaleb Westlake on Clean Up / Mowing, Josh Ryneall & Harvey Martin on Clean UP / Mowing. Deb Ryneall and Alex on Mowing and Rich Johnson and Zac Hull on Mowing and Trees. James Kosner will manage the City of Peoria Code Enforcement Relationship for demolition and redeployment.

**Back UP Plan:** JIMAX will operate demolition from their just purchased City of Peoria Location at 2400 NE Perry AV. As owner operators in the Operating Engineers Local 649 (in process completed in June 2014) JIMAX has access to trained operators for the City of Peoria for the residential demolition team.

**Availability for Emergency Work:** As required by contract JIMAX currently provides exemplary emergency services to Code Enforcement and Public Works for Demolition, Residential and Street Clean Ups and Tree Removal and Trimming. JIMAX also provide 24hr Snow Plow and Tree Services for Storm Emergencies.

**Organization of all Paper Work:** JIMAX uses an all digital paper work system based on google chrome to ensure all documents are scanned and stored digitally for 5 years. Copies are easily generated for the Code Enforcement team. JIMAX is Code Enforcement's turnkey system solution for Peoria urban redeployment.

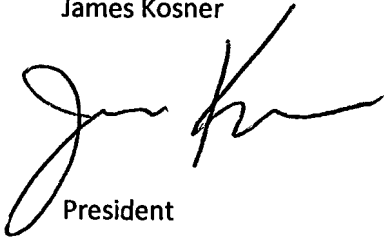
(OVER for sustainability)



**MBE / MWE Participation:** JIMAX makes a continuous effort to hire MBE/MWE contractors for the trucking in and out of materials from the demolition site. Currently, JIMAX is at 50% minority participation and expects its participation to go to 70%. JIMAX purchases the required trailers for the minority contractors to ensure their success. JIMAX Landscapes finishes off the fill dirt, black dirt and seed will continue to hire disabled and minority from South Peoria area as required by the work load. With local 649, JIMAX does not direct any minority worker hiring.

**Local 649 Membership and 2400 NE Perry ST Purchase:** JIMAX is in the process of completing the reorganization into a C Corp for owner operator membership into Local 649, the Operating Engineers. JIMAX is available through the Illinois Secretary of State, as we just released the name from the LLC. We expect 2 weeks maximum to finish. The \$60,000 fidelity bond for Local 649 is waiting for JIMAX the C Corp to be formed. JIMAX completed the purchase agreement last Friday for 2 buildings and 2.3 acres at 2400 NE Perry Peoria with Blumer Construction Peru ILL. Closing is scheduled for August 1 2014. Joesph Van Fleet is the JIMAX corporate attorney and is available at any time for confirmation or clarification of any corporate specifications at 309-672-2200. JIMAX continues to invest heavily in the success of Peoria's urban redeployment and redevelopment. We are here for the long haul and this is the business for JIMAX.

James Kosner

A handwritten signature in black ink, appearing to read 'James Kosner', written in a cursive style.

President

630-319-2477