

Item No. 17-090

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


This agreement, made and entered into this 23rd day of May A.D., 2017 by and between the City of Peoria, a municipal corporation, party of the first part, and STEVE WALTON CONSTRUCTION, his/their executors, administrators, successors or assigns, party of the second part.

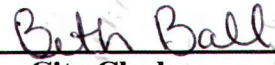
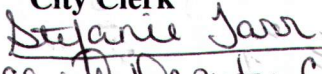
WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party 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.


STEVE WALTON CONSTRUCTION
will provide mowing services for
Facilities, Boulevards and Right-of-Ways
Mowing and Maintenance for Route 5 to
the City of Peoria in accordance with the
attached RFP and stated pricing.

THE CITY OF PEORIA
By: 
City Manager

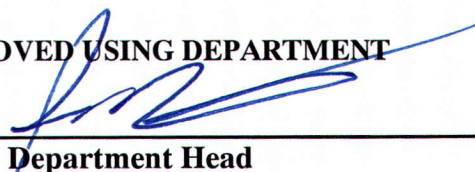
ATTEST: 
City Clerk
By: 
Chief Deputy City Clerk

PARTY OF THE SECOND PART
STEVE WALTON CONSTRUCTION
(Name of individual, firm, or corporation)

By: 
(Member of firm or officer of corporation)

APPROVED LEGAL DEPARTMENT
By: 
Corporation Counsel

APPROVED FINANCE DEPARTMENT
By: 
Finance Director

APPROVED USING DEPARTMENT
By: 
Department Head

Steve Walton Construction

steveconst@gmail.com • 721 E. Glen Ave • 309-340-6911
Peoria Heights, IL 61616

Objectives

To continue working with the City of Peoria

Approach

To give the city of Peoria the cooperative, substantial success that Steve Walton Construction has to offer. Steve Walton Construction would prefer to continue the success it has had with the City of Peoria. We will continue to do our best to the utmost of our ability, with the resources that we have available. We will keep work caught up and turned in a timely manner. Steve Walton Construction is looking forward to the opportunity to expand in the 2017 mowing season with City Of Peoria.

Experience

Steve Walton Construction

Held contract for mowing 2 of the 5 Boulevard, Right-of-Way, and Facilities mowing for 8 years

Held the weed and litter contract in previous years

Worked with other company's doing code work

Steve has worked in the construction field for 20 years.

I have done variety of work for City of Peoria (mowing) and City of Pekin (HUD remodeling contracts)

Equipment

- Commercial mowers 52" Toro
- 2012 commercial gravely mower (new equipment for the 2016 season)
- Multiple weed eaters
- Blower
- Rakes, shovels
- Chain saws
- 1999 ford f150
- 3 trailers a 12 ' and 20' trailer and a 2005 dump trailer
- Steve Walton Construction has access to Dump truck, skid steer, and Mini excavators

As Steve Walton Construction grows the company welcomes Equal Employment opportunity for qualified applicants.

Thank You,

Steve Walton Construction

**CITY OF PEORIA
NOTICE OF REQUEST FOR PROPOSALS:**

Facilities, Boulevards and Right of Ways Mowing and Maintenance

Multiple Locations

PEORIA, ILLINOIS

STATEMENTS DUE: 10:00 A.M. WEDNESDAY MARCH 8, 2017

The City of Peoria is requesting Proposals from lawn care professionals to mow and maintain facility properties, the boulevards and right-of-ways in the City of Peoria. The City of Peoria's Public Works Department will accept sealed proposals submitted to the Office of the Superintendent of Operations, 3505 North Dries Lane, Peoria, Illinois, 61604 until **10:00 a.m. WEDNESDAY, MARCH 8, 2017** for establishing a contract with a qualified team.

A voluntary pre-submittal meeting will be held on Wednesday, March 1, 2017 at 11:00 a.m. at the Public Works Department 3505 North Dries Lane Peoria, IL 61604-1210.

Time is of the essence and any Proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Teams are responsible for ensuring that the Operations Administrative Assistant receives their proposals before the deadline indicated. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Teams should submit **five (5) hard copies** of a sealed Proposal.

1.0 INSTRUCTIONS TO PROPOSERS

1.1 ACCEPTANCE OF PROPOSALS

The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any 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 sixty (60) calendar days from the date the responses are opened.

1.2 ADDITIONAL COPIES OF RFP

Additional copies of the RFP are available on the City's website: www.peoriagov.org

1.3 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 also requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE: "**FACILITIES, BOULEVARDS AND RIGHT-OF-WAYS MAINTENANCE PROPOSAL, CITY REQUEST NUMBER 06-17, MARCH 8, 2017, 10:00 A.M.**"

1.4 MAILING OF PROPOSALS

One (1) original and four (4) copies of all responses are to be mailed or delivered to the City of Peoria Public Works Department, Attention: Superintendent of Operations, 3505 N Dries Lane, Peoria, Illinois, 61604. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means.

1.5 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.

1.12 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.

1.13 RESPONSES

A response is requested of all Proposers on all routes on the pricing sheet, even if it is a "no response" for routes Proposer does not want to be considered.

1.14 PROPOSAL PROCESS

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

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

1.15 EEO

To be awarded a contract, all Suppliers, Vendors, and Contactors to the City of Peoria must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

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 request on-line from the City's website (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal". The forms can also be obtained by writing or calling:

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

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

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

EEO CERTIFICATION* (Check one):

We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

2.5 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.

2.6 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.

2.7 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 contractor's 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.

2.8 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.

2.9 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.

2.10 PERMITS AND LICENSES

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

2.11 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**:

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.

2.16 CONTRACT TERMS AND CONTRACT

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

3.0 PROJECT DESCRIPTION

The City of Peoria is committed to maintaining the boulevards and right-of-ways to the City of Peoria requirements. The City understands that it is essential that the boulevards and right-of-ways are mowed and maintained to provide beauty to the city and the citizens we serve. The City of Peoria is responsible for mowing and maintaining over 95 locations of boulevards and right-of-ways that consist of approximately 78 acres. In addition to maintaining and mowing, some minor landscaping will be performed. City staff is looking for contractors to provide these services.

Contractor shall provide all labor, tools, and equipment to mow, trim, remove litter and planting at select boulevards and right-of-ways within a designated route as assigned by the City of Peoria

4.0 ROUTES

The City is requesting proposals on five (5) mowing routes. See the attached lists for the route information. The selected contractor(s) will be required to mow and maintain all of the boulevards and right-of-ways in their selected route. Each route must be mowed, trimmed and landscaped to the requirements set forth in this document and as discussed with the selected contractors.

The City reserves the right to add or remove locations from the routes at any time during the duration of the contract. Any additional boulevards and right-of-ways will be mowed and trimmed at the route cost submitted with this proposal.

Proposers may choose to bid on only one route or several routes. The City reserves the right to limit the number of routes awarded, based on the capacity of the contractors.

5.0 GENERAL SCOPE OF SERVICES

The scope of services sought by the City of Peoria shall include the provision for all required labor, tools, materials, equipment, and expertise related to lawn mowing and trimming on public-owned lands.

The following should be included in the scope of services:

1. Facilities, Boulevards and Right-of Ways shall be mowed at regular intervals. All vegetation (grass and weeds, etc.) will be mowed when it is between a minimum of four (4) inches and a maximum of six (6) inches tall.
2. All vegetation will be cut to height of less than four (4) inches and shall be neat in appearance.
3. Vegetation shall not exceed six (6) inches in height at any time.
4. Trimming is required around utility poles, fences lines (at least two feet on both sides), trees, sidewalks, signs, shrubs, ground cover growth, flower beds, hydrants or other obstructions that cannot be cut with mowers must be trimmed with hand-held equipment.

8.0 MOWING SEQUENCE

Prior to commencing work, the contractor shall submit to the Contract Supervisor an approximate mowing sequence for the route.

9.0 EQUIPMENT REQUIRED

Contractor will be required to provide all necessary equipment for performing this work (truck, commercial riding mower, rotary mower, trimmers and edger's, digital camera, and all necessary hand tools to satisfactorily perform the work). All contractor equipment will be equipped with proper safety and noise limiting devices and will be maintained in a safe operating condition at all times according to OSHA standards. Only trained operators will be permitted to operate equipment. Failure of equipment to perform properly and causing delay of the required work within the specified time will not alleviate the demand of meeting the requirements of this contract.

Safety Precautions: The contractor is responsible for instructing employees on accident prevention and safety. Particular emphasis will be placed on the operation of equipment near populated and congested buildings.

Contractor shall provide protective safety gear including, but not limited to, eye, foot, hearing and other protection as necessary. Contractor's workers are required to wear ANSI approved clothing such as vests, tee shirts or coats at all times. Also, no work in the right-of-way will be allowed after dark. Employees are required to use protective gear as required by their employer. Rotary mowers, trimmers, and other hazardous equipment shall not be operated without proper safety guards. All equipment is subject to safety inspections and must meet criteria set forth by the City of Peoria's safety officers.

The City will inspect the proposer's equipment before making an award to make sure of availability and quality and to evaluate the contractors' capabilities. The contractor will provide the Public Works Department a business telephone number which will be answered between 7:30 A.M. and 4:30 P.M., 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.

10.0 DISPOSAL OF MATERIALS

The contractor will dispose of the litter at an authorized EPA approved landfill or by other approved methods (i.e. dumpsters). The contractor will pay for all dumping fees. The contractor may not use City of Peoria facilities for disposal. Tires will be disposed of in accordance with IEPA approved methods. Verification of proper disposal will be required.

11.0 DEBRIS REMOVAL

The contractor will be required to remove minor debris from each route. This includes trash, sticks, limbs etc. as defined in the Scope of Services section. If litter is mowed, the contractor is responsible for cleanup of the mowed litter. If there has been illegal dumping of furniture, appliances, electronics, building materials, brush, abandoned tires, etc. on the boulevard or right-of-way, the Contractor shall notify the Contract Supervisor to have the lot cleaned.

12.0 ADDITIONAL WORK

Occasionally the City may request the contractor to complete additional work. This work will be authorized by a City-issued WORK ORDER. The contractor will not complete any extra work without an approved WORK ORDER.

13.0 BILLING

The billing shall be for actual work performed. Billing should include documentation of the date, address where the mowing and trimming were performed, and a description of any incidental work that was performed, as

Names and Contact Information for at least three (3) References from previous clients on similar projects.

A brief summary of any specialized experience, qualifications or unique capabilities applicable to this project that you feel are important to the success of the project.

14.4 Project Cost (40 Points)

Submit one flat rate to be paid per boulevard and right-of-way mowed and trimmed within each Route on the attached Pricing Sheet. Contractor may submit on a single or multiple routes. Please complete every line in the pricing sheet. Use “not applicable” or “no response” for any routes for which you do not want to be considered.

14.5 Nonprofit (15 Points)

Describe your nonprofit program, if applicable.

14.6 MBE/WBE Participation (5 Points)

Describe your firm’s efforts to achieve a diverse workforce, and ability to staff the project locally.

14.7 Complete copy of RFP including appropriate signatures (not included in the 10 page limit)

Provide a copy of this RFP with signatures certifying understanding and compliance with the total proposal package.

15.0 SELECTION PROCEDURE

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 both **responsive and responsible**.

An award will be made to the most qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided. Awards will be made on a Per Route basis.

The selection committee consisting of City staff shall review each proposal to obtain scores. Scoring will be based on the points listed in the “Evaluation Criteria” section below.

Each criterion in the evaluation will be ranked on a scale of 1 to 10, where 10 equals the highest ranking of submittals received. A rank of 10 for any criterion indicates the most qualified team for that criterion. Each numerical ranking will be multiplied by the weighted value below. A total point value for each submittal will be determined by the composite evaluation of the Selection Committee. The team with the highest overall point total will be ranked first.

<u>Criteria</u>	<u>Weight</u>	<u>Rank</u>	<u>Total</u>
Project Cost	40	10	400
Project Approach	20	10	200
Experience	20	10	200
Nonprofit	15	10	150
MBE/WBE	5	10	50
Total Maximum Points			1,000

NOTE: Total Maximum Points Possible assumes that a team receives a best rank of 10 on all criteria.

Date: 3-8-17

CITY OF PEORIA P R O P O S A L

Pricing Sheet (40 Points)

Submission Requirements

On separate sheet(s) of paper (maximum of 10 pages) provide the following:

- A. Cover letter
- B. Approach to the project (20 Points)
- C. Previous Experience (20 Points)
- D. Nonprofit Description (15 Points)
- E. Minority/Women Business Enterprise participation (5 Points)

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

RATE FOR THE DURATION OF THE CONTRACT

Route 1	\$ <u>50.00</u> per facility, boulevard and right of way mowed
Route 2	\$ <u>40.00</u> per facility, boulevard and right of way mowed
Route 3	\$ <u>17.50</u> per facility, boulevard and right of way mowed
Route 4	\$ <u>70.00</u> per facility, boulevard and right of way mowed
Route 5	\$ <u>39.00</u> per facility, boulevard and right of way mowed

Please complete all routes on this form. Complete with "not applicable" (N/A) or "no response" for any routes for which you do not want to be considered.

2017 FACILITIES, ROW, & BOULEVARDS MOWING ROUTES			
Route 1			
Location	Description	Area SF	Acres
3000 block of W. Ann	unopened R.O.W.	9,437	0.22
SW Adams Street	Oregon to Washington R.O.W.	53,131	1.22
3500 SW Adams	Abandoned Junkyard R.O.W.	5,065	0.12
1600 SW Washington	City Facilities R.O.W.	615	0.01
Lincoln Library	1312 Lincoln Ave.	146,548	3.364
MacArthur Greenway	ML King to Jefferson	215,194	4.94
Spring Grove Subdivision	R. B. Garrett	39,747	0.91
Richard Allen, e side Garrett to MLK	Right-of-Way Curb to Fence	7800	0.179
700 block M.L. King	M.L. King to Spring Grove	113,690	2.61
Sheridan/M.L. King	700 M.L. King	8,391	0.19
MacArthur Hill	R.O.W. both sides of street	8,209	0.19
TOTAL			13.95
Route 2			
Elm & Reed	NW corner of intersection	78,753	1.81
DuSable Park	201 N. Richard Pryor Pl.	18236	0.42
South town	400 Hightower	49,080	1.13
M. L. King	Kumpf to Shipman	8601	0.20
Hightower shoulder east side	John Gwynn to SW Jefferson	46751	1.07
City Center Storm Retention Basin	behind Busey Bank	22,220	0.51
Bob Michael Bridge	landscaped area	18,552	0.43
Hamilton Blvd.	North to Monroe	16,063	0.37
Knoxville & Pennsylvania	grass medians at ramps	40,702	0.93
I-74 Exchanges	I-74 Downtown Exchanges	45,118	1.04
101 Irving Street	vacant lot near Riverplex	31,286	0.72
Spring Street Greenway	Perry to Madison	55,000	1.26
Rail Road ROW	16-1700 Adams to Abington	62,678	1.44
Glendale 1631 - 1633	around cul-de-sac	6,554	0.15
Vine & Fairholm	old RR R.O.W.	2,214	0.05
TOTAL			11.52

2017 FACILITIES, ROW, & BOULEVARDS MOWING ROUTES			
Route 4			
Location	Description	Area SF	Acres
Nebraska	Sterling to I-74	6,932	0.16
Forrest Hill, Lehman to Molleck	Mowing 8 Ft. from edge of pav't	70920	1.628
Gale & I-74	Mowing 8 Ft. from edge of pav't	10,039	0.230
Sterling	War Memorial to Forrest Hill	64,226	1.47
North Circle Court	Cul-de-sac at end of street	4647	0.11
Reservoir, Millbrook to 3103	Right-of-Way Mowing	27044	0.621
West Lake, 2530 to 2726	Right-of-Way Mowing	7346	0.169
Big Hollow/Rockwood	between Rockwood Road &	53,944	1.24
Charter Oak Road	War Mem. to Big Hollow	106,689	2.45
Orange Prairie	War Mem. To Charter Oak	114,384	2.63
Orange Prairie	R.O.W. north of American Prairie	383,812	8.81
Summershade & Rt 150	Median	3,011	0.069
Grand Prairie	Median at War Memorial	1,490	0.034
TOTAL			19.62
Route 5			
Location	Description	Area SF	Acres
Brandywine, Meadowbrook to Glen	Mowing shoulder & ditch	83,774	1.923
Meadowbrook R.O.W.	Ditch Mowing	22,838	0.524
Dries Lane Facility	3505 N. Dries Ln	116,497	2.674
University	War Mem. to Pioneer Park	80,875	1.86
Northmoor, University to Kensington	Ditch Mowing 8 to 10 Ft.	8,677	0.199
Northmoor, Sherwood to Briarwood	R.O.W. south side of Northmoor	29,727	0.682
Police Substation	2011 W. Altorfer Dr.	14,795	0.340
Allen Road	War Mem. to Route 6	106,267	2.44
Allen & Alta Roads intersection	Ditch Mowing 8 to 10 Ft.	20,803	0.478
Wilhelm Bridge	backslopes on R.O.W.	19,163	0.440
Radnor & Wilhelm, Alta to Hunters Tr.	Right-of-Way Mowing	45,396	1.042
Alta Road	north side west of Hucks	10,496	0.241
Lindberg Dr. at Knoxville	ROW Mowing	26,881	0.617
Pine Tree Rd., Multiflora to 9335	Mowing from pavement to fence	5,424	0.125
Glen	War Mem. to Knoxville	16,674	0.38
N. Sheridan 4500 block	Sheridan & Lakewood	1,343	0.03
Lyndale Road, e dead end	south side of road	1,165	0.027
Knoxville & War Memorial Dr.	at Knoxville (island)	52,788	1.21
East War Memorial Drive	east of Grand	131,468	3.018
E.S.D.A.	3615 N. Grandview Dr.	35527	0.816
2508 W Alta Rd		6,804	0.16
2509 N First Street		3,972	0.09
TOTAL			19.32