

**INVITATION TO BID
RESIDENTIAL DEMOLITIONS
BID # 09-14**



CITY OF
PEORIA

ISSUED BY

DIVISION OF PURCHASING

**CITY OF
PEORIA, ILLINOIS**

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

**Thursday, February 27, 2014
for furnishing the materials, or services
described herein.**

**PLEASE RETURN ENTIRE
DOCUMENT AS YOUR RESPONSE.**

SUBMITTED BY:

**Bid Deposit
And
100% Performance Bond
Required**

Pre-Bid Meeting
February 18, 2014 2:00 pm,
Peoria City Hall, 419 Fulton
Room 112 Peoria, IL 61602

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INSTRUCTIONS TO BIDDERS (3) 2/26/13

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

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

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

MAILING OF BIDS – Two (2) copies of all bid proposals are to be mailed or delivered to the City Purchasing Manager, Room 112, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

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

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

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

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

PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

DISCOUNTS - Cash discounts for payment within twenty (20) days or more will be considered in the awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid evaluation. Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

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

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

EQUAL EMPLOYMENT OPPORTUNITY - To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria and/or County of Peoria **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. To obtain or renew a number an Employer Report Form CC-1, and a copy of your companies sexual harassment policy statement (if a first time applicant), and a Fifty dollar (\$50) processing fee must be submitted to the City's Equal Opportunity Office. The only exception to payment of the processing fee is neighborhood associations.

Though the form may be included in the bid package, it can be requested on-line from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). 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**

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

GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000)

1. 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.**

2. Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through

ePrismSoft, an electronic web based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

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

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

BID DEPOSIT – Every bid exceeding five thousand dollars (\$5,000) shall be accompanied by a deposit, which deposit shall be in the form of either a certified check, cashier's check or bid bond issued by a guarantee company satisfactory to the Government Counsel for a sum equal to ten percent (10%) of the amount bid. Bid checks shall be made payable to the Treasurer of the City of Peoria.

CONTRACT TERMS

PERFORMANCE BOND – The successful Bidder will be required to furnish a performance bond equal to the full amount of the contract, whenever the contract exceeds five thousand dollars (\$5,000). The surities on the bond are subjected to the approval of the Government Counsel. The cost of the bond shall be borne by the contractor. The bond shall be on a form supplied by the Government.

PAYMENT BOND (For Construction Contracts) – The successful Bidder will be required to furnish a payment bond (labor and material bond) equal to the full amount of the contract, whenever the contract exceeds five thousand dollars (\$5,000). The surities on the bond are subjected to the approval of the Government Counsel. The cost of the bond shall be borne by the contractor. The bond shall be on a form supplied by the Government.

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

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

PATENTS - The successful bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the 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, the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment written policies.

NON-COLLUSION - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

DEFAULT - In case of default by the contractor, the City will procure the articles 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 - We agree to furnish the material or services according to the City's plans, specifications and conditions and at prices specified hereon.

BID-RIGGING OR BID-ROTATING - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 and 5/33E-4.

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

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

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

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

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

Statutory Worker's Compensation

Comprehensive General Liability

Combined Single Limit \$1,000,000.00

Property Damage \$1,000,000.00

Automobile Public Liability and Property Damage

Combined Single Limit \$1,000,000.00

Property Damage \$1,000,000.00

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

Contractual Liability – The insurance required above shall include contractual liability insurance 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 Bidders".

PREVAILING WAGES -- Work under some contracts will obligate the Contractor and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., may apply to this project. Additional information can be obtained by calling (217) 782-6206. Applicable prevailing wage rates can be found at www.state.il.us/agency/idol/ for examination. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et.seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker:

- name
- address
- telephone number when available
- social security number
- classification or classifications
- the hourly wages paid in each pay period
- the number of hours worked each day, and
- the starting and ending times of work each day.

The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or subcontractor which avers that:

- (1) such records are true and accurate
- (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.), and
- (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

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

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

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

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

- (1) the lowest bidding local vendor is a responsible bidder; and
- (2) the lower-bidding responsible bidders are not local vendors; and
- (3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three 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.

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

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

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.

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

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CITY OF PEORIA, ILLINOIS
VARIOUS DEMOLITIONS
Peoria, Illinois

1. SCOPE

This specification covers the requirements for the demolition of the following structures within the City of Peoria.

- A.

811 NE Madison	PIN: 18-03-307-017
1826 NE Madison	PIN: 18-03-206-039
914 NE Monroe	PIN: 18-03-308-006
1118 NE Monroe	PIN: 18-03-326-009
704/706 Morton	PIN: 18-03-155-015
1215 NE Perry	PIN: 18-03-156-015
608 Green	PIN: 18-04-437-019
900 E Nebraska	PIN: 18-03-104-001
211-215 E Thrush	PIN: 14-33-407-026
1210 N Ellis	PIN: 18-04-304-007
1628 N New York	PIN: 18-04-231-011
2201 N Delaware	PIN: 14-34-308-030
901 E Behrends	PIN: 18-03-104-026

- B. Structures are Residential.

- C. Do not remove or damage masonry and concrete sidewalks on public right-of-way. Any required permit for the closing of any public right-of-way or Public Street is the responsibility of the contractor.

2. PRIOR 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 its execution. On-site inspection by the contractor shall be made prior to bidding the demolition of said structure. 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 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 examine 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. All demolitions will include accessory structures.

3. **NOTICES**

- A. **Service Connections:** Before a structure can be demolished or removed, the owner or agent shall notify all utilities having service connections within the structure, such as water, electric, gas, sewer, and other connections. A permit to demolish or remove a structure SHALL NOT be issued until a release is obtained from the utilities, stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.
- B. **Notice to Adjoining Owners:** Only when written notice has been given by the applicant to the owners of adjoining lots and to the owners of wired or other facilities, of which, the temporary removal is necessitated by the proposed work, shall a permit be granted for the removal of a building or structure.
- C. **Complying with all USEPA Regulations:** All contractors must comply with all USEPA Regulations, such as (NESHAP) National Emission Standard for Hazardous Air Pollutants

4. **PARTY WALLS**

Before a permit required by this division is issued for the wrecking of a structure that has one or more party walls in common with one or more buildings, there shall be delivered to the Division of Building Inspections, a certificate by a licensed architect or licensed structural engineer to the effect that the adjoining premises do not require anchorage; or if such certificate indicates that anchorage is necessary, the certificate shall be accompanied by a drawing signed and sealed by such architect or engineer and approved by the Building Official indicating adequate anchorage of floor and roof joists at not greater than ten-foot intervals for each and every floor and roof resting on such party wall, and the adjoining premises shall be anchored in compliance with such drawing. The written consent of the owner of the adjoining premises permitting the anchorage shown on such drawing shall also accompany the certificate. It shall be the sole responsibility of the owner and/or demolition contractor to procure and pay for the report. Any party wall damage during the demolition process shall be the responsibility of the demolition contractor.

5. DEMOLITION PERMIT

Demolition permits and fees will be required on the demolition and shall be the responsibility of the demolition contractor. The contractor will have ten (10) 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. 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.

The contractor shall give demolitions performed pursuant to any award priority over demolition contracts or orders received from any other source.

6. LIQUIDATED DAMAGES

Any demolition not performed within the above-mentioned time limits shall be subject to liquidated damages of one percent of the final invoice amount per day for each calendar day beyond ten for which the demolition work is not complete; it being hereby agreed that damages arising out of the failure to timely perform said demolition are difficult to assess either at this time or at the time of non-performance. Provided, however, that any day for which weather conditions make it unfeasible to work on the demolition shall not be considered unfeasible to work on the demolition shall not be considered in assessing the ten (10) days in which a demolition shall occur nor in the calculation of liquidated damages.

7. DEMOLITION ACTIVITY

- 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 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 older 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, and 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 before moving 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. 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 walkways 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, so as not 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. Failure to contact the Code Enforcement Division for a sewer plug check may result in the contractor having to dig up the site to allow visual confirmation.
- G. The Division of Building Inspections 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 Division of Building Inspections (494-8620) for the inspection of the plugged sewer stub and the excavation before placing any fill in the excavation.
- H. Basement excavations, cisterns and catch basins shall be filled and compacted to existing grades of the property. **Fill that is to be used is 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. Final Grade is to occur within 5 days from completion of actual demolition work. If contractor proposes to use a different type of fill, please indicate so on your bid documents, however, ultimately the City will decide which fill is required.**
- I. Buildings, garages and accessory structures without basements that have crawl spaces, or a slab, that are to be removed must be filled to existing grade of the property. The cost for this work should be included in the basic bid. A crawl space is considered to be 3 feet or

less. All detached garages and accessory structures are to be demolished

8. PROPERTY AND EQUIPMENT

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

9. DISPOSAL OF DEMOLISHED MATERIALS

- A. Private sidewalks, driveways and retaining walls, other than public right-of way, shall also be removed. Fences and slabs shall also be removed. Shared driveways, shared sidewalks and fences shall be removed upon the direction of the Building Inspection Division.
- B. Contractor shall dispose of debris and material in the manner which conforms to all local ordinances and State or Federal statutes and regulations and more specifically, with the Environmental Protection Act of the State of Illinois and rules and regulations promulgated hereunder. Receipts from the landfill for the disposal of debris and materials shall be filed with the Building Inspection Division immediately following the disposal of such debris and materials. Each receipt must list the demolition site and the date of disposal. This includes tires found on the property.
- C. Contractor shall notify the City within forty-eight (48) hours of any change in dump site 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 by the removal of all debris, restoration of the established grades, graded smooth, 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 Building Inspection 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 national 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 Building Inspection Division.

Contractor shall repair or pay the City to repair pavements, curbs and sidewalks damaged by the execution of this contract.

- G. **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.**
- H. Contractor must notify the Building Inspection Division immediately in writing upon forms provided by the Building Inspection 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 to the Building Inspection Division.

The Building Inspection 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.

- I. All work must be performed to the satisfaction of the Building Inspection Division or designated representatives. Payment for each demolition shall be paid only upon receipt of the necessary documentation.
- J. 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 Building Inspection 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 Building Inspection Division.

- B. The contractor will 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 contract, 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 Building Inspection 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 cancel the contract and assign portions of the contract and assign portions of the contract to another contractor.
- 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 Building Inspection Division will be processed, and a check will be available to all contractors on Friday of the same week. Requests for payment received after noon 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 activities shall be the responsibility of the demolition contractor for complete removal, including stumps.
- F. There will be no payment for excess loads; they will be included in the fixed fee bid.

11. SPECIAL PROVISIONS

- A. Do not damage trees in vicinity of house or anywhere on the lot.
- B. Do not damage fence or posts 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 workmen'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 constitute 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 workmen'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, including owner, shall have a valid appropriate class of vehicle driver's license.

14. **AWARD**

After verification of required equipment, the award will be to the qualified (responsive and responsible) contractor with the lowest quoted bid and who meets all the bid requirements. All acceptable bidders will be listed in rank order from lowest bid to highest bid. The award will be made to the lowest acceptable bid.

15. **WRECKING BOND**

Sec. 5-379. 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, judgment 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.
- (b) Such bond in each case shall extend to and cover all such wrecking operations carried on through permits obtained hereunder 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 building 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. CONTRACT ADMINISTRATOR

This contract shall be under the direction of the City of Peoria, Assistant Community Development Director, or the designated representative. The designated representative to administer this contract shall be the Assistant Community Development Director, City Hall, 419 Fulton Street, Room 307, Peoria, Illinois, 61602: phone (309) 494-8626. 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, City Hall, 419 Fulton Street, Room 108, Peoria, Illinois, 61602: (309) 494-8582.

17. 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 notifications, 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 for a year in accordance with the City Ordinance Section 10-102"*.

CITY OF PEORIA B I D P R O P O S A L

1) Per specification total demolition and cleanup of all structures:

811 NE Madison	\$_____
1826 NE Madison	\$_____
914 NE Monroe	\$_____
1118 NE Monroe	\$_____
704/706 Morton	\$_____
1215 NE Perry	\$_____
606 Green	\$_____
508 Morton	\$_____
900 E Nebraska	\$_____
211-215 E Thrush	\$_____
1210 N Ellis	\$_____
1628 N New York	\$_____
2201 N Delaware	\$_____
901 E Behrends	\$_____
Total	\$_____

Although the City is asking for individual prices per address the bid will be awarded to one contractor.

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

BID SUBMITTED BY:

Company _____ # _____
Peoria EEO Certificate of Compliance #

Address _____

City _____ **State** _____ **Zip** _____

Daytime Phone Number _____ **After Hour Telephone #** _____

Contact Person (Please print or type) _____

Name of Authorized Agent or Officer _____ **Title** _____

Signature of Authorized Agent or Officer _____ **Date** _____

PLEASE MARK ENVELOPE: BID # 09-14