

For the demolition of the following residential property:

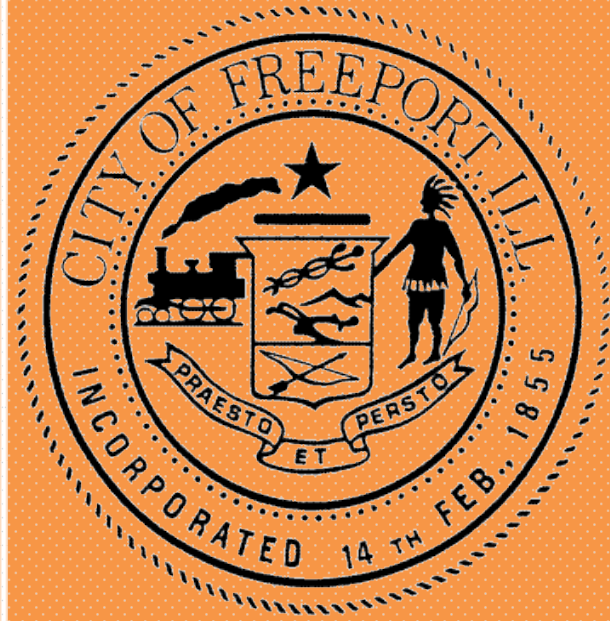
- 416-422 E. Iroquois Freeport, IL 61032

BIDDERS NOTE:

- Prevailing wage applies
- Certified payrolls required
- Bid Security Bond of 5% of Base Bid required
- Demolition and site restoration to be completed by 8/1/18 unless deadline extended by Community and Economic Development Director
- Bidders MUST be registered as contractors with the City of Freeport prior to bid opening
- Bids shall be contained in a sealed envelope with the words “SEALED BID DEMOLITION SERVICES CD-003-18” marked prominently on the outside
- Deadline for sealed bid submission is 11:00 AM on June 12, 2018 and bids must be submitted to Office of City Clerk, 314 W. Stephenson St., 2nd Floor, Freeport, IL 61032
- Bid opening at 11:00 AM on 6/12/18 in Conference Room A, City Hall, 314 W. Stephenson St., 1st Floor, Freeport, IL 61032
- Expected bid award by city council: 6/18/2018
- Expected notice to proceed after award: 6/20/18
- Questions are directed to Community Development Director, Nancy McDonald at 815-235-8221 or nmcdonald@cityoffreeport.org

2018

BID# CD-003-18



City of Freeport, Illinois
Community Development
5/21/2018

CITY OF FREEPORT, ILLINOIS - BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert a price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Freeport with no additions.

Total versus "Per Item" awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

2. Delivery of Services and Merchandise. The City of Freeport accepts no responsibility for the condition or cost of any service or merchandise purchased or provided prior to acceptance by appropriate City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

3. Acceptance of Services and Merchandise. The City of Freeport reserves the right to refuse acceptance of delivered services or merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

4. Prompt Payment Act. The City of Freeport intends to comply with the governmental Prompt Payment Act. The awarded vendor will be paid upon submission of invoices to: City of Freeport Accounts Payable, 314 West Stephenson Street, Suite 110, Freeport, IL 61032.

5. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Freeport with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms.

6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

7. Legal Requirements. This contract sets forth the entire final agreement between the City of Freeport and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Stephenson County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

8. Safety. Prevention of accidents at any project site is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and

employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

9. Criminal Background Check. When necessary, for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When *required* on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When *required* by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Freeport, Illinois is exempt. The City of Freeport, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised

invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the bid bond will be retained by the city as liquidated damages.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Community Development Director or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Freeport.

16. Subcontractor Payment. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Freeport reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Freeport City Council or funding grant program does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to retain the bid bond.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Community Development Director if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Community Development Department not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Community Development Director in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the

bid. The Community Development Director will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Community Development Director, or authorized representative shall be final and binding to all parties. The Community Development Director has the right to waive technicalities as they see fit. The Community Development Director may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Freeport reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Freeport City Council or the funding grantor not appropriating sufficient funds to complete the project. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When *required*, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted in person at the Community Development Department, 314 W. Stephenson St., Freeport, Illinois or may be submitted via email, in Excel or some format compatible with Excel, to cdadmin@cityoffreeport.org.

27. Substance Abuse Prevention. When *required* by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall

indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Freeport, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Freeport intends to comply with SO ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

The City of Freeport reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

33. Equal Employment Opportunity Act. In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in

part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or

subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Freeport are REQUIRED to submit with any formal, sealed bid, all of the following documents and information, attached herewith, completed and signed:

- Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- The Certificate of Non-Segregated Facilities.
- Certificate of Non-Barred Bidding
- All executed Subcontractor/Leased Operator and Supplier forms.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.



EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____ to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____% of our work force are minorities and _____% of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future.

It is also our intent to make efforts to purchase supplies or equipment from small businesses located within City of Freeport or Stephenson County.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents *when required* by contract.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)



CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm



CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business

Enterprise Women

Business Enterprise

Neither

City-Certified?

City Certified?

Yes No

Yes No

**Subcontractor/Leased Operator of Equipment Detail
Form City of Freeport**

Firms submitting bids must supply information on Subcontractors/ Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Community and Economic Development Director or their designee. This form may be duplicated if additional space is necessary. All pages must be signed and submitted.

Subcontractor/Leased Operator Information	Type of work supplied.	MBE/WBE Business?		Dollar Amount	% of Bid Total
		YES	NO		
Please provide business name, address and contact.	Describe subcontractor/leased operator work performed.				
Name:					
Address:					
City/State:					
Contact:					

Signed

Title

Date

Supplier's Detail
City of Freeport

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Community Development Director or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted.

Subcontractor/Leased Operator Information	Type of work supplied.	MBE/WBE Business?		Dollar Amount	% of Bid Total
		YES	NO		
Please provide business name, address and contact.	Describe subcontractor/leased operator work performed.				
Name:					
Address:					
City/State:					
Contact:					

The bidder intends to procure _____ % of the total contract from MBE/WBE firms.

[Type here]

[Type here]

[Type here]

SPECIFICATIONS

1.0 Scope.

The City of Freeport requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for the demolition of identified properties and remove all structures, accessory buildings, fences and scrub trees within property lines.

2.1 General Requirements.

2.2 Vendor Qualifications. All bidders on this project must be licensed as a General Contractor in the City of Freeport unless a waiver of this requirement is signed by the Community and Economic Development Director. All bidders must have the appropriate license for the property being demolished prior to bidding.

2.2.1 The successful contractor shall work cooperatively with the City of Freeport to determine an appropriate start date and property location for demolition work to begin. The City reserves the right to adjust the start date earlier or later as necessary in order to legally proceed with demolitions. The City of Freeport shall also reserve the right to determine the order in which properties are demolished, but shall consider contractor's recommendations in such matters. Failure to comply with any of these specifications may result in the cancellation of the City's contract.

2.2.2 All work shall be done in a workmanlike manner, in compliance with all local, state and federal codes applicable thereto, and said work shall be performed by workmen trained and skilled in the craft involved.

2.3 Basis of Award. The contract will be awarded to the lowest responsible and responsive bidder. The City reserves the right to request any information necessary to determine a vendor's ability to complete the work desired. This may include standard specification information and references from other clients. If these information requests are denied, the City reserves the right to reject the bid.

2.4 Evaluation of Bids. Contract award will be recommended for the vendor that is able to deliver the product specified in this document for the lowest price.

2.5 Examination of Site. Bidders shall carefully examine the project site(s) to eliminate misconceptions, verify dimensions, elevation, working conditions, transportation and storage facilities. Bidders shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the contractor be entitled to any extra compensation for his/her failure to verify conditions at the site.

The City assumes no responsibility for the condition of existing buildings and structures, nor their continuance in the condition existing at the time of issuance of the contract price or allowance for any change in conditions which may occur after issuance of the Invitation for Bids has been issued will be made.

- 2.6 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance and automobile liability insurance and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on the proper Insurance Accord Form naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.
- 2.7 The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Community Development Director:
- 2.7.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence for bodily injury and property damage. Such insurance shall also cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.7.2 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site. Any exemption from workman's compensation shall be recorded and on file with the City of Freeport.
- 2.7.3 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.
- 2.8 Permits and Notices. Contractors will comply with all laws and regulations of any public authority having jurisdiction on over the work and shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Freeport from any expense incurred.
- 2.9 Protection of Persons and Property. The use of explosives in the performance of the work of removing buildings shall be permitted only on written authorization of the Building Commissioner, and then only in a manner provided by law. The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.
- 2.10 Temporary Structures. The Contractor shall furnish and erect all temporary sidewalks,

barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under contract, all without additional compensation therefor. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

- 2.11 Liquidated Damages. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall pay to the City liquidated damages for each calendar day delay in the amount of \$200 per day. The City may terminate this contract in whole or part as provided in the default provisions. In that event, the Contractor will be liable for such liquidated damages accruing until such time as the City may reasonably obtain performance of similar services.
- 2.12 Payment. All work included in these specifications and related necessary tasks shall be limited to the total bid price. Contractors must submit tipping fee receipts for each site as part of their payment requests. Payment to contractor shall not occur until authorized by Community and Economic Development Director and approved by City Council.
- 3.1 Detailed Specifications.
- 3.2 Bidders. Each bidder shall be qualified, properly licensed and insured to operate the business of a Demolition Contractor in the City of Freeport.
- 3.3 Utilities. Utility shutoffs and disconnects will be accomplished by the City of Freeport prior to demolition commencement, however, the **contractor is still required to notify JULIE (Phone # 811) to accomplish the marking of any underground utilities prior to demolition commencement.**

The contractor shall disconnect and properly seal the sanitary sewer outlet at the adjacent property line. **When exposing and cutting off the sanitary service, a Fernco plug, PVC cap or sewer plug shall be required and shall be furnished by the contractor.** This work shall include all excavation, pavement removal and subsequent replacement and necessary granular backfill to complete the work. Water service lines shall be shut off at the curb stop by City prior to demolition. This work will be considered mandatory unless specific instructions are given in writing to the contrary. The cost for this work will not be paid separately but considered incidental to the price bid for building removal. The contractor shall keep the Water & Sewer Department and the Building Commissioner informed of his plans for the performance of any work in connection with the sealing off of such utilities in order that proper inspection can be provided at the time the work is performed. All work in the public right of way shall be done in accordance with City of Freeport Codified Ordinances.

- 3.4 Inspection. The successful bidder shall, before sealing sewer line, have the City of Freeport Building Department and Freeport Water and Sewer Department make inspections before any back filling is started. The purpose of this requirement is to check to see if the sewer line is open to the trunk line. On-site inspections shall be made as the City of Freeport deems necessary. The completed project shall be inspected before final payment is made.
- 3.5 Asbestos. Prior to demolition, any required asbestos removal from the structures will have occurred, as required under state and federal law. Wetting of demolition materials shall be performed by contractor at contractor expense. Use of hydrants shall not be permitted

without coordination with the Freeport Water & Sewer Department prior to the start of demolition.

- 3.6 Removal of Material. The salvage and sorting of recyclable materials shall be permitted only during demolition operations when heavy equipment is in use and when the structure is no longer standing. The sorting of recyclable materials is permitted at this time only, and no salvage or "stripping" of exterior or interior components, recyclable or otherwise, shall be occur at any point prior to the demolition of the structure unless explicitly authorized in writing by the Community and Economic Development Director or their designee.. The successful bidder shall remove all rubbish and waste resulting from the property. The bidder shall use an approved dumpsite for depositing of all inert materials. Dump receipts must be retained and submitted to the City of Freeport prior to any pay requests being processed.
- 3.7 Disposal of Material. Each bidder shall provide with their bid, the location where the debris from this demolition will be dumped. State licensed site(s) for dumping rubble or any other private site where clean debris will be accepted must be listed. The bidder shall leave the premises in such condition that it will not constitute a public nuisance .
- 3.8 Basement, Foundation, and Misc. The bidder shall remove all slabs, sidewalks, driveways, and parking areas located on the property and backfill the basement. The bidder must also remove all fences and scrub trees within property lines, remove junk vehicles, remove concrete slabs, foundations, and all debris to provide a clean and graded site. **Foundation walls must be entirely removed from the property. No foundation wall or portion thereof may be permitted to remain.**
- 3.9 Fill Material. Openings, holes or basements shall be filled up to the surrounding ground level with sand, gravel, crushed stone or other material capable of compaction for subgrade and acceptable to Building Commissioner. No debris or footing shall be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition. The final condition of the lot shall be clean and empty. **Foundation walls must be entirely removed from the property. No foundation wall or portion thereof may be permitted to remain.**
- 3.10 Site Demolition. The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described below. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the Building Commissioner, at the Contractors expense.

Erosion Control and Sediment Control. The Contractor shall provide all materials, labor equipment and all other incidentals to provide proper Erosion and Sediment Control.

The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.

Upon the completion of final grading and seeding, the Contractor shall install erosion

control blanket or an equivalent erosion control measure around the perimeter of all disturbed areas which abut a street or sidewalk. Such erosion control measure shall be 8 feet wide and installed to any manufacturer's instructions.

Sidewalks, Driveways, Curbs and Paved Areas. All public sidewalks and curbs shall remain undisturbed. Any curbs or sidewalks damaged by contractor shall be replaced at contractor's expense if necessary upon City inspection. All paved bituminous surfaces and concrete slabs within the demolition site but outside of the building footprints shall be completely removed. This recovered material shall be processed in accordance with Local, State and Federal Regulations. **Equipment shall be unloaded, loaded and transported to and from job sites in such a manner as to not cause damage to pavement and City streets. Any damage that shall occur to City streets may have such cost to repair billed directly to the contractor, or alternatively, withheld from payment upon job completion.**

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Miscellaneous Items Onsite or Adjacent. All signs, flagpoles, foundations, patios, fences, garages, sheds, and rubbish within the properties shall be completely removed.

Vegetation. All logs, bushes, saplings, landscaping, shrubs, brush, dead trees and stumps shall be completely removed.

Storage Tanks. In the event that underground storage tanks exist within the building to be removed, or on the premises of same, in accordance with State and City Fire Department regulations, unless otherwise directed by the Building Commissioner, they shall be removed and disposed of by the Contractor. The Contractor shall submit itemized prices to the City for approval. The price must be agreed upon before the tank removal can begin. This work shall be paid for at the contract unit price per lump sum, which price shall include furnishing all labor, permits, materials, equipment, services and backfill material required for the removal & disposal of the tanks & its contents and restoration of the disturbed area to a level elevation.

Site Conditions. At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. **This shall include required temporary fencing when an open foundation is present, required caution flagging to surround the job site when the foundation has been filled but debris is still present, and the removal of debris from public streets, sidewalks and right-of-ways that are open to the public.**

- 3.11 FINALIZING THE SITE. The Contractor shall provide all labor, materials, equipment, and supplies necessary for the restoration of the site as described below.

Fill Material. Openings, holes, wells, septic or other irregular cavities shall be filled up to the surrounding ground level with gravel, crushed road stone or other approved material and compacted.

No debris shall be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

Final Grade. Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties.

The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

Site Restoration - Topsoil & Seeding. This work shall consist of finish grading all disturbed areas, including the location of the demolished building, with 4" of topsoil and seeding. Seeding or sod are all approved greening material unless specific material is requested by the Community Development Department. Seeding method shall consist of applying seed and top straw cover to the prepared seed bed.

Seeding shall be equivalent to the following mixture:

<u>Turf Type Fescue</u>	<u>50 lbs/acre</u>
<u>Kentucky Blue Grass</u>	<u>50 lbs/acre</u>
<u>Manhattan Rye</u>	<u>100lbs/acre OR EQUAL</u>
<u>Ruby Creeping Red Fescue</u>	<u>100 lbs/acre</u>

Unless otherwise approved by the Community Development Department.

- 3.12 Completion of Demolition. Demolition shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by the current City Building code requirements for demolition, protection of the public, protection of existing buildings and protection of adjoining properties. **All demolitions and site restoration work must be completed by August 1, 2018.** Failure to comply with any of these specifications may result in the cancellation of the City's contract.

- 3.13 Basis of Payment. All of the work included in these documents and related to or necessary to prosecute this work to completion and to the satisfaction of the City of Freeport, shall be paid for at the contract lump sum price for Demolition and Site Clearance.

- 3.14 Retainage Amount. The City, at its discretion shall withhold 10% of the total contract amount until the site has been inspected and receives final approval of work completed.

- 3.15 Award of Bid. The City reserves the right to award the demolition of properties on an individual basis, meaning that multiple contractors may perform different individual demolitions based upon the bids provided and awarded. In the event a legal challenge or other unforeseen circumstance forces a delay in the demolition of any given structure, the contractor is asked to hold their bid amount until the legal clearance is obtained and proceed with other demolitions that have not been delayed.

- 3.16 Tie Bids. Any tie bids received shall each be settled individually by a coin flip conducted by the City Manager prior to the award of bid. Any contractor may alternatively choose to withdraw their bid in the event of a tie bid.

CITY OF, ILLINOIS
FREEPORT
DEMOLITION
NO.: CD-003-18
APPENDIX A

PROPERTY ADDRESS	PIN	INDIVIDUAL PRICES
416-422 E. Iroquois	18-14-31-293-013	\$

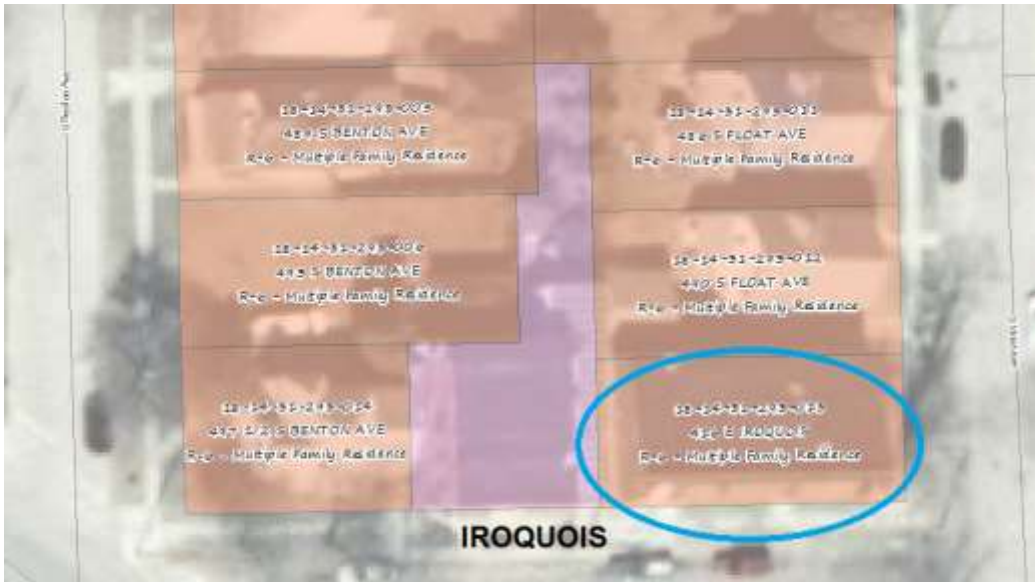
“The City reserves the right to award the demolition of properties on an individual basis, meaning that multiple contractors may perform different individual demolitions based upon the bids provided and awarded.”

Name of Disposal Site: _____

Location of Disposal Site: _____

Person, Firm, or Corporation

Authorized Signature and Title



416-422 E. Iroquois (PIN 18-14-31-293-013)