

CITY OF GENEVA



REQUEST FOR PROPOSALS (RFP)

To Provide

64 N Peck Road Farmhouse Demolition
Calendar Year 2023

For The

City of Geneva, Illinois

INVITATION TO PROPOSER

64 N Peck Road
Farmhouse Demolition
City of Geneva

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Geneva, Illinois for specifications for demolishing the two (2)-story structure located at 64 N. Peck Road for the City of Geneva.

The City of Geneva is seeking qualified vendors with experience and interest to present their qualifications and capabilities to provide demolition services for the City of Geneva, Illinois.

Proposal forms and specifications are available for pick-up at the City of Geneva, Public Works Facility located at 1800 South Street, Geneva, IL 60134.

Proposals are due and will be accepted until 10:00 a.m. on Monday, February 20, 2023 with the following provisions:

1. Submit Two (3) Complete Copies of RFP/ Qualifications
2. RFP/ Qualifications are to be contained in Sealed Envelopes marked with the RFP Title ("64 N. Peck Rd Farmhouse Demo, Calendar Year 2023"), Proposal Due Date and Time.
3. PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED!

Proposal shall be submitted to City of Geneva Public Works
Attn: Nate Landers
22 S. 1st Street
Geneva, Illinois 60134

Offers may not be withdrawn for a period of 90 days after proposal due date without the consent of the City of Geneva.

Any Proposal submitted unsealed or unsigned, received via fax transmissions, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

The City of Geneva reserves the right to reject any and all proposals or parts thereof, to waive any irregularities or informalities in proposal procedures and to award the contract in a manner best serving the interest of the City.

Proposals will be opened in a public forum.

REQUEST FOR PROPOSALS

64 N. Peck Rd
Farmhouse Demo
City of Geneva

SERVICES SUMMARY

The City of Geneva is seeking proposals, statements of qualifications from interested vendors to provide demolition of the two (2)-story structure located at 64 N. Peck Road in accordance with the attached specifications.

A. GENERAL PROCESSING AND SELECTION PROCEDURES

Unless otherwise directed by the City the following general procedures are used in the selection of vendors to provide professional services:

1. The City prepares a project description, criteria for selection and requirements for the specific contract. An invitation for Proposal submission is posted in a local newspaper as well as on the City of Geneva web page, proposal packages are mailed to any known vendors and a complete proposal package is posted on the City of Geneva web page.
2. The City receives written proposals. The proposals should include a resume of the firm, references from past and present clients, similar experience.
3. The City reviews and evaluates the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the City may request a meeting with one or more offerors to clarify and/or expand on the proposal in accordance with the requirements of the proposal, the City may negotiate terms, conditions, and fees with one or more offerors.
4. The City selects the proposal, which, based on the ability to meet the criteria, appears to be the most advantageous selection for the City and subsequently recommends contract award to the City of Geneva (City Council or City Administrator as allowed by State and Local Regulations).

B. REQUEST FOR PROPOSALS

Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Familiarity with Conditions:

Offerors are advised to become familiar with all conditions, instructions, and specifications governing this proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of this Request for Proposal, and any subsequent contract, shall not be cause to alter the original contract or request additional compensation.

Discussion of Proposals:

All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the City require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The City may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the City shall not disclose any information derived from one proposal to any other offeror. The City reserves the right to request the offeror to provide additional information during this process.

During discussions, the offeror shall be prepared to cover the following topics:

1. The specific services to be provided;
2. Qualifications of the offeror, including work on similar projects, experience of personnel, etc.;
3. The working relationship to be established between the City and the offeror, including, but not limited to what each party should expect from the other.

Negotiations:

The City of Geneva reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the RFP and the offeror's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the City of Geneva as contractually binding on the successful offeror.

Notice of Unacceptable Proposal:

When the City determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

Confidentiality:

The City shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the City. All data, documentation and innovations developed as a result of these contractual services shall become the property of the City. Based upon the public nature of these RFP's, an offeror must inform the City, in writing, of the exact materials in the offer, which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*; hereinafter, the "Act").

Once a contract is awarded, the Contractor shall maintain full compliance with all provisions of the Act, including, but not limited to, providing any requested records subject to the Act within the deadlines provided by the Act. Failure by the Contractor to maintain compliance with any provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the City to the Contractor that shall be paid immediately by the Contractor upon demand of the same by the City.

C. TERMS AND CONDITIONS

Authority:

This Request for Proposals is issued pursuant to applicable provisions of the City of Geneva. Responses to this RFP shall be opened in private by City officials to avoid disclosure of contents that may contain confidential or proprietary information to competing Respondents.

Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

By executing the contract, the offeror represents that it has completely informed itself of all conditions under which services are to be performed, the service area(s), and all other relevant matters pertaining to the services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the services covered by the contract.

Reserved Rights:

The City reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. The City may seek clarifications from a Respondent at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those firms it determines shall provide the most advantageous services to the City, and to negotiate with one or more Respondents acceptable to the City.

Incurred Costs:

The City of Geneva will not be liable in any way for any costs incurred by respondents in replying to this RFP.

Award:

Award shall be made by the City of Geneva to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Geneva reserves the right to accept the Proposal as a whole, or any component thereof, if it appears to be in the best interests of the City.

Final Contract:

This Document (City of Geneva, Request for Proposals to Provide 64 N. Peck Road Farmhouse Demolition, Calendar Year 2023) will serve as the Final Contract. Any agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the City's legal counsel and shall contain, as a minimum, the applicable provisions of this request for proposal and the proposal itself. The City reserves the right to reject any agreement or contract which does not conform to the request for proposal, the proposal of the firm concerned, or the City's requirements for agreements and contracts.

Evaluation Considerations:

Selection criteria refers to the qualifications that the City would require in order to award a contract for services, or qualifications that the City intends on using to evaluate Respondents in order to select the most qualified respondent for the project. At a minimum, Respondents must provide all requested information in this request for proposal.

Evaluation Criteria is shown below. The City of Geneva shall consider the following when judging the ability of offerors to meet the requirements of this Proposal.

1. Compliance with Request for Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals.

2. Quality of Response

Clearly demonstrated understanding of the work to be performed. Project staff experience and ability to successfully work with the other project team members.

3. Completeness

Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.

4. Capability

Level of capability demonstrated by the offeror's proposed resources for meeting the requirements of this proposal. A demonstrated ability to complete projects on schedule and within budget.

5. Competence

Level of competence of the offeror's for managing sensitive construction projects including existing facility remodeling.

Services to be Provided

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

Qualifications of the Company

This refers to the offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity and reliability, which will assure good faith performance, as well as satisfactory reference verification. This criterion includes:

1. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

2. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects, and proposed contract fees. (Please note that price is only one factor for consideration of award).

Acceptability of Proposals:

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- A. Acceptable;
- B. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- C. Unacceptable.

Budget

If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

Taxes:

The City is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax. A copy of the Tax Exempt Letter shall be provided by the City of Geneva to the successful vendor upon proposal execution.

Indemnification and Liability:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials and employees, arising in whole or in part or

in consequence of the negligent performance of the work by the Contractor, its employees, or which may in anywise result therefore, except that arising out of sole legal cause of the City, its agents or employees. The term "damages" in the previous sentence shall include all reasonable attorneys' fees and other court costs incurred by the City as a consequence of the negligent performance of the work by the Contractor or its employees. In the event of joint or concurrent negligence, the Contractor's indemnification shall bear that portion of the loss or expense that its (and its employees) share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and/or expenses.

Contractor understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the

Contractor's responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as provided by this Contract.

Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or supplier's, performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings, provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

Contractor shall place in its subcontractor agreements and cause its subcontractors to agree to indemnities and insurance obligations in favor of City and other indemnitees in the exact form and substance of those contained in this Agreement.

Insurance Requirements:

Contractor shall maintain for the duration of this contract and any extensions hereof insurance as noted in Appendix I – Insurance Requirements.

Meetings:

Contractor will be required to meet with various City and outside officials as required, throughout the Service.

Non-Discrimination:

In the event of the Contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), 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 such 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:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability unrelated to ability, military status, sexual orientation, or unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, order of protection status, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's rules and regulations, 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 Illinois Human Rights Act and the Department's rules and regulations.

That it 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 Illinois Human Rights Act and the Department's rules and regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such

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 such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. 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.

Subcontracts

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

Contracts or Subcontracts with Religious Entities -

The requirements of the equal employment clause set forth above with respect to non-- discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

Responsibility & Default:

The awarded offeror shall be required to assume responsibility for all items listed in this Request for Proposals. The successful offeror shall be considered the sole point of contact for purposes of this contract.

Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such as manner as the City of Geneva may deem appropriate, and charge the Contractor with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

Payment Terms and Conditions:

By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through the most recent 30-day service period.

Payments, including late payment charges, will be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) when applicable.

The City shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

Interpretation or Correction of Request for Proposals:

Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Requests for interpretation of specifications may be made in writing, and directed to the City. All such requests must be delivered in a timely fashion.

Interpretations, corrections and changes to the Request for Proposals will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

Law Governing:

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois.

Compliance with Laws:

The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the contract.

Termination for Lack of Funding:

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of Geneva; provided that in the event of such termination, the Contractor shall be paid promptly for all services rendered by the Contractor through the effective date of termination.

Addenda:

Addenda are written instruments issued by the City prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections.

Prior to the receipt of proposals, addenda shall be distributed to all who are known to have received a complete RFP.

After receipt of proposals, addenda shall be distributed only to applicants who submitted proposals, and those offerors shall be permitted to submit new or amended proposals as detailed within the addenda.

Each offeror shall ascertain, prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

Offerors shall acknowledge receipt and understanding of the addenda.

Regulatory Compliance:

Offeror represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

Guarantees and Warranties:

All guarantees and warranties required shall be furnished by the Services Provider and shall be delivered to the City of Geneva before final voucher on the contract is issued.

Changes in Scope:

Unless otherwise agreed by the City in the original contract for professional services, any change in scope of services that increases the agreed contract price for professional services and / or for costs to be expended by the professional in an amount in excess of \$20,000 must be approved by the City of Geneva. Any change in the scope of services that increases the agreed contract price for professional services and / or for costs to be expended by the professional in the amount of \$20,000 or less, may be approved by the City of Geneva.

Invoicing Requirements:

Unless otherwise agreed by the City in the original contract for professional services, all invoices for professional services rendered will be billed according to the attached unit price schedule in Exhibit B. All other work must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual, with a description of the work. Unless otherwise agreed by the City in the original contract for professional services, invoices must be provided to the City of Geneva on a monthly basis.

Standard of Performance:

Contractor represents that it is qualified to perform the services required by this Contract

and that it possesses and will continue to possess at its sole cost and expense, all necessary licenses, registrations, permits, and personnel or will obtain such licenses, registrations, permits and personnel prior to the time required. Contractor also represents that it has extensive knowledge of, and will comply with, all applicable laws, rules and regulations.

Warranties for Supplies and Services:

Contractor shall obtain all applicable guarantees and warranties from suppliers and provide the same to the City. Contractor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or City policies.

Sub-Contractors:

Contractor shall perform the services hereunder using the personnel and sub-contractors listed in the Bid Form. Contractor shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the services to be performed hereunder, and who agree to be bound to the terms of the Agreement to the extent of the scope of services. Contractor may substitute personnel or sub-contractors prior to any such sub-contractors commencing work only upon City's written consent, which may be withheld or delayed in City's discretion.

Representatives for Both Parties:

Both parties shall designate a representative, authorized to act on the parties' behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Contractor's services. The parties may delegate all or some of the representatives' role and function to some other representative.

Independent Contractor:

Contractor shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the services under this Agreement, and fully liable for the acts and omissions of its employees and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between City and Contractor, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Contractor shall pay all taxes levied upon this Agreement, the transaction, or the services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Upon full payment, the

Contractor will issue City a receipt, relieving City of all liability for any tax relating to the scope of this Agreement. The Contractor shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by City hereunder. The Contractor shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

Confidentiality:

Each Party, including its agents to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized or required by law. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

Ownership of Work Product/Public Records Act:

Any interest (including copyright interests) of Contractor in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) related to the Specifications prepared by Contractor at any time in connection with the services performed under this Agreement, shall be, immediately upon its creation, the property of the City. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of City. In the event that it is ever determined that any works and any former works created by Contractor under this Agreement are not works for hire under U.S. law, Contractor hereby assigns to City all copyrights to such works when and as created. With City's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities.

Both parties understand and agree that City must comply with the Illinois Freedom of Information Act (FOIA). If Contractor believes that any document or information furnished to City in connection with Contractor's performance of services under this Agreement is exempt from public disclosure under FOIA, it shall so advise City in writing at the time the document or information is furnished.

The Contractor shall also maintain full compliance with all provisions of FOIA, including, but not limited to, providing any requested records subject to FOIA within the deadlines provided by FOIA Failure by the Contractor to maintain compliance with any FOIA

provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the City due to said failure to the Contractor, which shall be paid immediately by the Contractor upon demand of the same by the City.

Audit/Retention of Records:

Contractor shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the City under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Contract for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If federal funds are used to pay contract costs, the Contractor must retain its records for five years. Contractor shall take reasonable steps to insure that any sub-consultant complies with the requirements of this section.

Disputes:

Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement. Contractor shall continue to receive payment under this Agreement for work that is unrelated to the dispute and completed in accordance with this Agreement. Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement.

No Incidental, etc. Damages:

Neither party to this Contract shall be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of use, loss of business, loss of income, or loss of reputation, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

No Third Party Beneficiaries:

Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

Entire Agreement:

This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement. This Agreement shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

NoWaiver:

The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor.

Provision of Geneva Municipal Code:

All proposals and contracts shall be in accordance with Title 1, Ch. 8 Article A of the City of Geneva Illinois Municipal code, as from time to time amended and which are incorporated herein by reference.

Statute of Limitation:

As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects. The commencement and running of the statute of limitations for latent defects shall be as provided by Illinois State Law.

Miscellaneous:

Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and approved by City in writing. Subject to the foregoing, this Agreement shall bind the parties, and their permitted successors and assigns.

Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when

construing this Agreement.

The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.

All terms not otherwise defined in this Agreement shall have the meanings provided in the other Contract Documents.

Venue for any litigation arising out this contract shall be exclusively in the 16th Judicial Circuit Court, Kane County, Illinois.

D. PROPOSAL FORMS AND CONTENT

Submission of Proposals:

To be considered, proposals should arrive at the City Hall Reception Desk, 22 S. 1st Street, Geneva, Illinois on or before the date and time specified in the Request for Proposals.

Each respondent shall submit the number of proposals as enumerated on the cover page therein, one of which shall be the original.

Proposals may be submitted in a sealed envelope, addressed as follows :

City of Geneva, Public Works Department
Attn: Nate Landers, Superintendent of Streets,
Fleets, and Facilities
22 S. 1st Street
Geneva, IL 60134

Late proposals will be rejected and returned to the sender.

Form of Proposal:

The proposal form included within this RFP shall be completed in full and signed by an officer, partner or principal with authority to execute contracts.

Items to be submitted:

1. Forms of Proposal: All forms within this document must be completed with exception of the Agreement Signature Sheet.
2. References and Qualifications:
 - a. Provide references of organizations to which similar services have been provided. A minimum of three references is required; however, an offeror may list more than three.
 - b. Provide a narrative plan describing your management approach to services of this nature including an organizational chart clearly defining

roles and responsibilities of each member of that organizational chart.

- c. Provide a detailed record of the company safety record for the last 3 years. Detail the organizational commitment to maintaining a company safety program.
- d. Describe your involvement in services of similar size and scope, providing references where appropriate. Include a minimum of three services of similar dollar value.
- e. List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.
- f. Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and other data that will permit the City to determine the capability of the offeror to meet all contractual requirements.
- g. Provide a narrative detailing the quality assurance procedures that the firm uses to maintain the highest level of quality.
- h. Identify the names of any entities associated with the Offerors who may pose a potential conflict of interest with any activity of this specific service. Please provide details and reasons for any such conflict. (Offerors are subject to disqualification on the basis of any potential for conflict of interest as determined by the City.)

3. Narrative Response: The Narrative Response shall include:

Work Overview: State your understanding of the proposed project.

Work Plan: Describe in narrative and/or outline form your detailed work plan which indicates your firm's methodology for execution of this contract including a summary of the methodology to be used to perform the work specified, and a synopsis and review of other areas or considerations not addressed in the Statement of Work herein, which the Offerors believe to be essential to the effective execution of the project.

Terms and Conditions: List any terms and conditions, which may apply to this contract and are not included in this RFP.

Additional Information and Comments: Include any other information which may be requested in the "Statement of Work" herein, or which you believe to be pertinent to the City's requirements.

GENERAL REQUIREMENTS

64 N. Peck Road Farmhouse Demolition

City of Geneva

1. INTENT

The City of Geneva requests prices and specifications for the demolition and removal of the two (2)-story structure located at 64 N. Peck Road.

Demolition includes removal of materials, foundation, deck, and existing service walks.

Backfill limits of foundation with clean compactable fill, and topsoil all disturbed areas with minimum 4 inches of topsoil

Furnish and install temporary construction fencing before and during all site activities.

Existing septic tank shall be completely pumped. The floor and walls shall be cracked or crumbled so that the tank will not hold water, and the tank shall be filled with sand or soil. All septic material must be hauled from site and properly disposed of.

Bid Bond of 10% will be required.

2. SCOPE OF WORK

The Contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles and transportation services required to perform and complete the delivery and installation from defined areas within the corporate limits of the City of Geneva for the duration of the contract.

Contractor is responsible for any and all damage to any properties, which are a result of Contractor's actions. Contractor shall repair or replace any and all property damaged due to Contractor's work.

All work shall be performed by experienced personnel directly employed by the

Contractor.

The Contractor shall provide management and technical supervision through competent supervisors as required to implement the required contract.

The Contractor shall provide the City of Geneva with contact information for the Project Manager for the duration of the contract.

Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

3. GENERAL SELECTION CRITERIA

General criteria which proposals will be evaluated include, but are not limited to, the following;

- Construction (e.g. economy of operation, quality, design, materials)
- Cost (e.g. initial cost, life-cycle cost)
- Qualifications and experiences (providing products and work in municipal government)
- Completeness, thoroughness and detail of response as reflected by the proposals coverage of all elements in the product and work requested
- Warranty
- References

4. MATERIALS AND COMPONENTS

All work shall be performed and completed in accordance with the best modern practices. Further, no detail necessary for the safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications. All equipment, parts and material shall be new, unused, the manufacturer's latest model and in current production. All material shall have physical and chemical properties to withstand the intended service. Equipment designs shall have sufficient excess capability for durability and safety.

5. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulation during the term of this contract.

6. GURANTEE/WARRANTY

Contractor shall state terms and conditions of guarantee/warranty. Each unit shall carry full factory and /or manufacturer's warranty.

7. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Contractor shall ensure that any permitted subcontractor shall include said Equal Employment Opportunity Clause in each of its subcontracts.

Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

8. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City.

9. INSURANCE

Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix A- Insurance Requirements.

10. SAFETY, ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed,

including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of incidents of any kind that involve the general public and/or private or public property in Geneva, the Contractor shall immediately notify Geneva. Upon request of Geneva, the Contractor shall provide such accounting of details and/or copy of written accident reports as Geneva may require.

11. EMPLOYEES AND CONDUCT

The Contractor shall undertake to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crewmembers while on duty, or in the course of performing their duties under this contract.

The Contractor's crewmembers shall be attired at all times in a neat and professional manner. Geneva has the right to require or define what shall be considered suitable work clothes for the Contractors employees.

12. NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of Geneva, Public Works Department
Attn: Nate Landers, Superintendent of Streets,
Fleets, and Facilities, 1800 South Street
Geneva, Illinois 60134

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

13. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

14. CHANGE IN SERVICE; AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ten- (10) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

15. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

16. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be Geneva, Illinois. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

17. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

18. TERMINATION FOR CAUSE

The City may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Contractor fails to perform to the City's satisfaction any

material requirement of this Contract or is in violation of a material provision of this Contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice. If the breach or noncompliance is not remedied by that date, the City may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

19. TERMINATION FOR CONVENIENCE

Following thirty- (30) days written notice, the City may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following any such termination for convenience, the Contractor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

20. PREVAILING WAGES

Prevailing Wage will be required for this contract.

Appendix A – Insurance Requirements

City of Geneva Municipal Code 8-3-7 Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance - Statutory amount for Illinois

- (b) General Liability Insurance:
 - 1) Five million dollars (\$5,000,000.00) for bodily injury or death to each person;

 - 2) Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and

 - 3) Five million dollars (\$5,000,000.00) for all other types of liability;

- (c) Automotive Liability Insurance:
 - 1) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;

- (d) Umbrella or excess liability coverage of \$5,000,000.

- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

- (f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty- (30) days prior to the effective date of cancellation.

Appendix B
PROPOSAL FORM
(To be submitted by Vendor)

Lump Sum

\$ _____

PROPOSAL CERTIFICATION

TO: City of Geneva Public Works
ATTN: Nate Landers, Superintendent of Streets, Fleets, and Facilities
1800 South Street
Geneva, Illinois 60134

FROM: Organization _____
Address _____
City, State, Zip _____

Contact Person _____
Telephone # _____
Facsimile # _____

AUTHORIZED NEGOTIATORS

Name _____
Phone # _____
EMAIL _____

Name _____
Phone # _____
EMAIL _____

In submitting this proposal, it is understood that the City of Geneva reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities with the Proposal.

In addition to this document, Offerors shall furnish with the proposal, all submittals as required herein.

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum # _____

Dated _____

Addendum # _____

Dated _____

Addendum # _____

Dated _____

BUSINESS ORGANIZATION

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on attached sheet.

_____ Corporation: State of Incorporation: _____

LIST OF OFFICERS

President _____

Vice-President _____

Secretary _____

Treasurer _____

Seal (affix seal below if applicable)

Attest:

Signature of Secretary: _____

REFERENCES

General Information, list below current business references for whom you have performed work similar to that required by this proposal:

Facility: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Contact Phone #: _____
Contact EMAIL: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Contact Phone #: _____
Contact EMAIL: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Contact Phone #: _____
Contact EMAIL: _____
Dates of Service: _____