



Carrie Eklund
Central Services Manager
Finance Department

INVITATION TO BID
Demolition of 636 Hartford Avenue
Bid No: 810-CD-110

8/25/10

Name of Bidding Firm: _____
Address _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Thursday, September 9, 2010

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage YES
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert 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 Rockford with no additions.
2. 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.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The supplier will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
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 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 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 Rockford 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 Winnebago 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 is the sole responsibility of the vendor and its subcontractors, agents, and employees. The vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The 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 vendor.
9. Control of the Work. With respect to the 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 vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the 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 vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the vendor. The vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
10. 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.

11. Performance Bond. When required by the specifications herein, the successful firm 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.

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

13. 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 City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

14. 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 Central Services Manager or designee. The successful firm may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

15. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the Contractor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the Contractor. Default is defined as failure of the Contractor 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 remove the firm from the City's bidder list for a period of up to three years.

16. 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 vendor at their request and expense.

17. 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.

18. Restrictive or Ambiguous Specifications. It is the responsibility of the prospective firm to review the invitation to bid specifications and to notify the Central Services Manager 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 Central Services Division 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.

19. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 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 Central Services Manager will respond to the protest within 7 calendar days. A successful protest may result in the reversal of a previously awarded contract.

20. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties.

The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

21. 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.

22. Acceptance/Rejection of Bids. The City of Rockford 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 Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

23. Prevailing Wage. When required by Illinois State Statutes or otherwise specified herein, not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by the court of review shall be paid to laborers, workman and mechanics performing work under this contract. Prevailing wage information may be obtained on the Internet by accessing The Illinois Department of Labor website at <http://www.state.il.us/agency/IDOL/>.

24. Certified Payroll. All Certified Payroll reports must be submitted monthly via email, in Excel or some format compatible with Excel, to certified_payroll@rockfordil.gov.

25. Substance Abuse Prevention. When required by Illinois State Statutes, employers 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.

26. Apprenticeship Requirement. For construction contracts over \$50,000, contractors 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 contractor'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.

27. Indemnification. To the fullest extent permitted by law, the 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 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 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 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 vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

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

29. 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.

30. Professional Services Selection Act. The City of Rockford intends to comply with 50 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.

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

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

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

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

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.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, [REDACTED] 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, [REDACTED] % of our work force are minorities and [REDACTED] % 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. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

[REDACTED] is the official who will be responsible for implementing this policy statement.

[REDACTED] will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, [REDACTED] 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.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

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.

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, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes _____ No _____

City Certified? Yes _____ No _____

(Revised 12/21/09)

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

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 Diversity Procurement Officer, Central Services Manager, 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	Subcontract Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the work the subcontractor/leased operator will perform for this contract.			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			

The bidder intends to Subcontract/Lease Operators of Equipment for _____ % of the total contract with MBE/WBE firms.

Signed _____

Title _____

Date _____

**Supplier Detail Form
City of Rockford**

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 Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted.

Supplier Information		Type of Product Supplied	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the product the supplier will provide for this contract.			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			

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

Signed

Title

Date

SPECIFICATIONS

1.0 Scope.

The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for the demolition of property located at 636 Hartford Avenue. Remove all fences and scrub trees within property lines.

2.0 General Requirements.

2.1 Vendor Qualifications. All bidders on this project must be designated as a licensed Class A demolition contractor, according to the City's list of approved demolition contractors. All bidders must have the appropriate class of license for the property being demolished.

2.1.1 The successful contractor shall commence the demolition not later than 10 days from the date of award and execution of the contract and shall complete the work awarded no later than 30 days thereafter (Section 6-40 (b) City of Rockford Code of Ordinance). Failure to comply with any of these specifications will possibly result in the revocation of the contractor's license, or cancellation of the City's contract.

2.1.2 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.

2.2 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.

2.3 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.

2.4 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. 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 existing 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.

2.5 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, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) 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. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

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 Central Services Manager:

2.5.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall 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).

2.5.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million generate aggregate. Such insurance shall 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).

2.5.3 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate

2.5.4 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.

2.5.5 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.

- 2.6 Permits and Notices. Before obtaining a permit for demolition, the bidder shall provide documentation of disconnection of all utilities and shall provide verification/affidavit and copies of all notices sent to adjoining property owners of proposed demolition. Contractors will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Rockford from any expense incurred thereby.
 - 2.7 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 Official, 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.
 - 2.8 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.
 - 2.9 Salvage Value. The salvage value of the materials obtained from the demolition of the building shall be reflected in the lump sum price bid for Building Removal as herein specified.
 - 2.10 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.
 - 2.11 Payment. All work included in these specifications and related necessary tasks to prosecute this work to completion and to the satisfaction of the City of Rockford shall be limited to the total bid price. Contractors must submit dump receipts for each site as part of their payment request.
- 3.0 Detailed Specifications.**
- 3.1 Bidders. Each bidder shall be qualified, properly licensed and bonded to operate the business of a Demolition Contractor in the City of Rockford.

- 3.2 Utilities. The Contractor shall arrange for the discontinuance of all utilities that serve the building(s) in accordance with the respective requirements and regulations of the City and utilities involved. The contractor shall disconnect and properly seal in an approved manner, the sanitary sewer outlet at the property line. **When exposing and cutting off sanitary service, fill service with a material backing and plug the line with grout.** Water service lines shall be disconnected at the property line. This work shall include all excavation, pavement removal and subsequent replacement and necessary granular backfill to complete the work. Any charges by the City Water Division for this work shall be included in the bid price. 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 Building Official 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 Section 26-123 of the City of Rockford Code of Ordinances.
- 3.3 Inspection. The successful bidder shall, before sealing sewer line, have the City of Rockford Building Department and Rock River Water Reclamation District, 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 Rockford deems necessary. **Contact Rock River Water Reclamation District at (815) 387-7555 prior to demolition for scheduling of inspection.** The completed project shall be inspected before final payment is made.
- 3.4 Removal of Material. The successful bidder shall remove all rubbish and waste resulting from the demolition work. The bidder shall use an approved dumpsite for depositing of all inert materials. Dump receipts must be retained and submitted upon request.
- 3.5 **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.
- 3.5 Basement, Foundation, and Misc. The bidder shall remove all of the foundation walls, slabs, sidewalks, driveways, parking areas around structure and fences within property lines and basement. Also, remove all fences and scrub trees within property lines, remove junk vehicles, remove concrete slabs, foundations, and all debris to provide a clean site.
- 3.6 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 Officials. No debris, foundation walls and footing shall be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

- 3.7 Final Grade. Upon completion, the final grade must consist of a minimum 4" of black topsoil with a smooth grade and seeded with a regular park-type grass mixture.
- 3.8 Underground 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 Official, they shall be removed and disposed of by the Contractor. This work will not be paid for separately, but shall be considered as incidental to the contract and no additional compensation will be allowed.
- 3.9 Asbestos Removal. As part of the bid documents, the City of Rockford has completed an asbestos building survey. Attached are copies reflecting asbestos in the building. Do not proceed with asbestos removal until a purchase order is received. Contractor is responsible for abatement requirements. All related EPA notices and the **10-day notification of demolition required by the EPA must be sent to the City before demolition.** A fee of \$150 is to be paid to the Illinois EPA with each initial 10-working day notice required to be filed to perform demolition of asbestos-containing structures. **When asbestos abatement is required, confirmation must be provided to the City, by the licensed asbestos abatement contractor, that the abatement has been completed prior to the beginning of any demolition.** The licensed State of Illinois Asbestos Abatement Contractor shall remove and dispose of any identified asbestos in accordance with OSHA, EPA, DNR, Federal, State and local requirements. The City may request, and the bidder must furnish, proof of current state license and necessary insurance for the selected Asbestos Abatement Contractor.
- 3.10 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.
- 3.11 Basis of Payment. All of the work included in these Special Provisions and related to or necessary to prosecute this work to completion and to the satisfaction of the City of Rockford, shall be paid for at the contract lump sum price for Demolition and Site Clearance.

Invoice

City of Rockford
Attn: Glen Lamb
425 E. State St.
Rockford, IL. 61104

8/18/10

Re: Asbestos building inspection: 636 Hartford, Rkfd, IL.

Jeremy Bonacquisti, IL. asbestos building inspector # 100-6296, completed an asbestos building inspection at the request of the City of Rockford @ the property listed above. The inspection was completed in compliance with EPA regulations under NESHAPS, for the sole purpose of demolition. Samples were collected and sent to Analytics, an independent EPA / NVLAP approved lab, for determination of the presence of asbestos, "Please refer to Analytics report for results, methods and credentials". The following materials tested > or equal to 1% asbestos:

The following samples tested positive for asbestos:

-003 Vinyl flooring, Located in the bathroom, quantity is approx 80 sq. ft., condition is damaged and friable

-005 Vinyl flooring, Located in the dinning room, quantity is approx 110 sq. ft., condition is damaged and friable

Please reference payment with IWE Job #:

MC0935

If you have any questions please do not hesitate to contact me. 815-378-6113

Thank you.
Respectfully Submitted,

Jeremy Bonacquisti V.P.
Ironwood Environmental Inc.



ANALYTICS CORPORATION
 10329 Stony Run Lane
 Ashland, Virginia 23005
 804-365-3000 Phone
 800-888-8061 Phone
 804-365-3002 Fax
 www.analyticscorp.com

Group No. 0225-027
 Account No. 12818005
 Report Date: 08/16/10

JCB
 IRONWOOD
 SUITE 101
 6551 EAST RIVERSIDE BLVD
 ROCKFORD, IL 61114

**** FINAL REPORT ****

Date Received: 08/13/10 Date Sampled:
 Sample Type: 9 - Bulk Sample(s)
 Project: 636 HARTFORD PO Number: MC0935

Analytical Results

Client No.\ Description	Lab ID	Total % Asbestos in Samp	Layer % of Samp	Sample Components	Results per Layer
1 VINYL FLR 1ST LAYER	-001	ND, <1	100	TAN FLOORING W/ MASTIC	
				Fibrous Glass	10 %
				Non-fibrous	90 %
2 VINYL FLR 2ND LAYER	-002	ND, <1	100	TAN FLOORING W/ MASTIC	
				Cellulose	25 %
				Non-fibrous	75 %
3 VINYL FLR BATH	-003	25	100	BEIGE/GREEN FLOORING W/ MASTIC ASB ONLY IN FLOORING	
				Chrysotile	25 %
				Cellulose	5 %
				Non-fibrous	70 %
4 VINYL FLR ATTIC	-004	ND, <1	100	RED FLOORING W/O MASTIC	
				Cellulose	40 %
				Non-fibrous	60 %



ANALYTICS CORPORATION
 10329 Stony Run Lane
 Ashland, Virginia 23005
 804-385-3000 Phone
 800-888-8061 Phone
 804-385-3002 Fax
 www.analyticscorp.com

Group No. 0225-027
 Account No. 12818005
 Report Date: 08/16/10

JCB
 IRONWOOD
 SUITE 101
 6551 EAST RIVERSIDE BLVD
 ROCKFORD, IL 61114

Final Report

Date Received: 08/13/10 Date Sampled:
 Sample Type: 9 - Bulk Sample(s)
 Project: 636 HARTFORD PO Number: MC0935

Analytical Results

Client No. \ Description	Lab ID	Total % Asbestos in Samp	Layer % of Samp	Sample Components	Results per Layer
5 VINYL FLR DINING RM	-005	25	100	TAN FLOORING W/O MASTIC	
				Chrysotile	25 %
				Cellulose	5 %
				Non-fibrous	70 %
6 VINYL FLR WEST BED RM	-006	ND, <1	100	TAN/BROWN FLOORING W/O MASTIC	
				Cellulose	25 %
				Non-fibrous	75 %
7 WINDOW GLAZE	-007	ND, <1	100	GRAY BRITTLE	
				Non-fibrous	100 %
8 DRYWALL	-008	ND, <1	100	TAN/WHITE DRYWALL	
				Cellulose	30 %
				Non-fibrous	70 %
9 ATTIC INSUL	-009	ND, <1	100	GRAY FIBROUS	



ANALYTICS CORPORATION
10329 Stony Run Lane
Ashland, Virginia 23005
804-365-3000 Phone
800-888-8061 Phone
804-365-3002 Fax
www.analyticcorp.com

Group No. 0225-027
Account No. 12818005
Report Date: 08/16/10

JCB
IRONWOOD
SUITE 101
6551 EAST RIVERSIDE BLVD
ROCKFORD, IL 61114

Final Report

Date Received: 08/13/10 Date Sampled:
Sample Type: 9 - Bulk Sample(s)
Project: 636 HARTFORD PO Number: MC0935

Analytical Results

Client No.\ Description	Lab ID	Total % Asbestos in Samp	Layer % of Samp	Sample Components	Results per Layer
				Cellulose	100 %
				Non-fibrous	TR, <1 %

Lynne Overman, Analyst

LABORATORY TEST REQUEST

ACCOUNT NUMBER, NAME AND ADDRESS

IRONWOOD
SUITE 101
6331 EAST RIVERSIDE BLVD
ROCKFORD, IL 61114
Phone: 800-775-5355
Fax: 1-815-877-5905
ACCT#: 12818005



FAX (804) 385-3012

DATE SHIPPED 8/19/10	# OF SAMPLES 9	SAMPLE TYPE/MEDIA PVA	PROJECT/ORDER NUMBER 0725-821
PURCHASE ORDER NO. MCO935	CONTACT SCB		PHONE NUMBER 815 378 6113
TURN AROUND TIME <input type="checkbox"/> SAME DAY <input type="checkbox"/> 1 DAY <input type="checkbox"/> CALL FOR AVAILABILITY		SPECIAL INSTRUCTIONS AND/OR UNUSUAL CONDITIONS: Clean Lab	<input type="checkbox"/> FAX RESULTS FAX NUMBER: <input type="checkbox"/> EMAIL RESULTS - EMAIL:

FOR LABORATORY USE ONLY	SAMPLE # OR SAMPLE AREA	SAMPLE DATE	SAMPLE VOLUME/LITERS	ANALYSIS REQUESTED- PLEASE USE SEPARATE LABORATORY TEST REQUEST FOR EACH SAMPLE TYPE
1	1			1st floor
2	2		2-1	2nd floor
3	3			Bath
4	4			Attic
5	5			Pinz km
6	6			west bed room
7	7			window glass
8	8			day wall
9	9			Attic

CODE: STACY MCKINLEY

CHAIN OF CUSTODY RECORD

SAMPLES HAVE BEEN SEALED AND DELIVERED TO LABORATORY VIA: **STACY MCKINLEY**

LOGIN: **STACY MCKINLEY** SIGN HERE TO INITIATE CHAIN OF CUSTODY

CARRIER: **STACY MCKINLEY** IF ANALYTICS CARRIER SIGN HERE: **STACY MCKINLEY** DATE: **8/19/10**

DATE/TIME	CONDITION OF SAMPLE	SAMPLES RECEIVED BY:	SAMPLES RELEASED BY:
8/19/10	Int	Stacy McKinley SIGNATURE(SAMPLE RECEIVING)	GAIL MCKINLEY SIGNATURE(SAMPLE RECEIVING)
	9-BULK	SIGNATURE(SAMPLE ADMINISTRATION)	SIGNATURE(SAMPLE ADMINISTRATION)
	asbestos bulk to	SIGNATURE(LAB)	SIGNATURE(LAB)
		SIGNATURE(LAB)	SIGNATURE(LAB)

PI FASE RETAIN PART 3 FOR YOUR RECORDS

CITY OF ROCKFORD, ILLINOIS

Bid On: Demolition of 636 Hartford Avenue
Bid No.: 810-CD-110

APPENDIX A

TOTAL BID PRICE \$ _____

Name of disposal site: _____

Location of site: _____

Person, Firm, or Corporation

Authorized Signature and Title