

RESOLUTION NO. 5020

A RESOLUTION TO AWARD DEMOLITION WORK AT 219 PAYSON ST., 700 W FOURTH ST., 629 O'DEA ST. AND 510 N GRACE AVE. TO MARTIN BROS. CO. INC., AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee acquired the right to demolish the buildings located at 219 Payson St., 700 W Fourth St., 629 O'Dea St. and 510 N Grace Ave. pursuant to 65 ILCS 5/11-31-1(e) Fast-Track (NON-JUDICIAL) Demolition; and,

WHEREAS, The Kewanee City Council finds it in the best interest of the City to remove the dilapidated buildings located on the land at 219 Payson St., 700 W Fourth St., 629 O'Dea St. and 510 N Grace Ave.; and,

WHEREAS, City of Kewanee staff advertised for, and solicited, sealed lump sum bids for demolition of the buildings, and related work at 219 Payson St., 700 W Fourth St., 629 O'Dea St. and 510 N Grace Ave. in Kewanee; and,

WHEREAS, City of Kewanee staff requested that bidders present their bids on each property individually and also one bid of all four properties bundled together as one all inclusive bid for consideration; and,

WHEREAS, Five firms submitted bids, and they were opened by the City Clerk at 10:00 a.m., on November 18, 2016; and,

WHEREAS, The bids received were:

510 N Grace Ave.

Firm	Bid
Cernovich's (Disqualified – Bid Bond not submitted with bid)	\$2800.00
Martin Bros. Co. Inc.	\$4150.00
Kirk Dana Construction	\$4450.00
Ratliff Bros. & Co. Inc.	\$6500.00

700 W Fourth St.

Firm	Bid
Martin Bros. Co. Inc.	\$4250.00
Kirk Dana Construction	\$5500.00
Ratliff Bros. & Co. Inc.	\$7620.00
Hayes Excavation	\$14900.00

219 Payson St.

Firm	Bid
Martin Bros. Co. Inc.	\$7650.00
Kirk Dana Construction	\$8850.00
Ratliff Bros. & Co. Inc.	\$12300.00

629 O'Dea St.

Firm	Bid
Kirk Dana Construction	\$4450.00
Martin Bros. Co. Inc.	\$5300.00
Ratliff Bros. & Co. Inc.	\$6500.00
Hayes Excavation	\$12800.00

WHEREAS, Two firms submitted bundled bids for all four properties, and they were opened by the City Clerk at 10:00 a.m., on November 18, 2016; and,

WHEREAS, The bundled bids received were:

Firm	Bid
Martin Bros. Co. Inc.	\$20,500.00
Kirk Dana Construction	\$23,250.00

WHEREAS, City staff has recommended that the demolition work at 219 Payson St., 700 W Fourth St., 629 O'Dea St. and 510 N Grace Ave. be awarded to Martin Bros. Co. Inc.

NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF KEWANEE THAT:

**Section 1** The bundled bid of Martin Bros. Co. Inc. of Kewanee as shown above, is hereby accepted, and the City Manager is authorized to sign the necessary documents in order to have Martin Bros. Co. Inc. complete the demolition and related work at 219 Payson St., 700 W Fourth St., 629 O'Dea St. and 510 N Grace Ave., in full compliance with the project documents prepared by City of Kewanee staff, and all applicable rules and regulations.

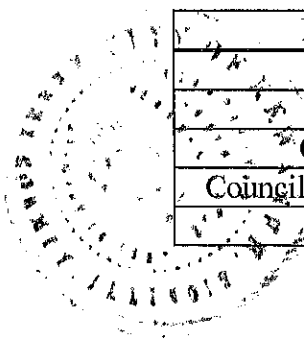
**Section 2** This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 28<sup>th</sup> day of November 2016.

ATTEST:

  
Melinda Edwards, City Clerk

  
Steve Looney, Mayor



RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney	X			
Council Member Andrew Koehler	X			
Council Member Deann Schweitzer	X			
Council Member Kellie Wallace-McKenna				X
Council Member Michael Yaklich	X			

## CONTRACT

THIS CONTRACT, made the 30<sup>th</sup> day of November, 2016 by and between Martin Bros. Co. Inc. hereinafter called the **Contractor**, and the City of Kewanee, Henry County, Illinois, hereinafter called the **City** per City of Kewanee Resolution 5020, adopted November 28, 2016.

WITNESSETH, that the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK - Unless exempted by this contract, the Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with removing the buildings and performing other specified work at the following sites:

- 219 Payson St.
- 700 W. Fourth St.
- 629 O'Dea St.
- 510 N. Grace Ave.

Said work to be in strict compliance with the Request for Proposals, and Scope of Work specifications, prepared by the City which specifications are made a part of this contract, and in strict compliance with the Contractor's proposals. The Contractor shall do everything required by this contract.

Demolition debris shall be disposed of in accordance with all applicable ordinances, statutes and regulations both state and federal, including but not limited to the IEPA, and EPA regulations which pertain to the manner of demolition and type of refuse as well as the type of structure being demolished. All waste material shall be disposed of off-site. **Weigh tickets for dumping of the debris at a lawful site shall be provided.** No demolition debris shall be deposited at the Kewanee Solid Waste Transfer Station.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows (items may be substituted as approved by the City and Contractor):

Twenty Thousand Five Hundred dollars and zero cents, (\$20,500.00)

for removing said buildings and other items, leveling the lots, replacement of city sidewalks where required by the Scope of Work and other work as specified in the Requests for Proposals, Scopes of Work specifications.

ARTICLE III. PAYMENTS - Payments will be made by the City to the Contractor on the day following a City Council session provided that a claim for payment by the contractor is made no later than the Monday prior to the Council Session. Payment may be delayed if the City has to spend time validating the payment claim, thus the Contractor should attempt to make payment claims one week prior to the City's payment days. All payments are subject to an audit by the City to ensure the work was done as specified, which shall include the submission of copies of tipping fees for demolition debris from the building listed in Articles I & II deposited at a licensed landfill or solid waste transfer station other than the Kewanee Solid Waste Transfer Station.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract with the City
2. The contractor's proposals
3. The Requests for Proposal, Scopes of Work specifications for demolishing the buildings and other related work at the sites as attached to this contract

ARTICLE V. TIMING OF WORK / LIQUIDATED DAMAGES - The deadlines set forth in the Request for proposals are hard dates. It is understood by the parties that should the demolition not be completed by the date as set forth in the RFP the City of Kewanee will have suffered damages as a result of the delay. It is therefore agreed by the parties that there shall be a liquidated damages provision to this agreement where the Contractor shall be liable to the City of Kewanee for the sum of \$1,000.00 in liquidated damages should the demolition not be completed by the date set for in the RFP. Contractor understands that this is a condition of acceptance and warrants that they are capable of adhering to the time restrictions required under the Illinois "fast track" demolition procedure as set forth in 65 ILCS 5/11-31-1(e).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts the date and year first above written.



Contractor

BY:

Martin Bros Thomas M. D.

City of Kewanee, Illinois

BY:

Gary Bradley  
Gary Bradley  
City Manager

ATTEST:

Melinda Edwards  
Melinda Edwards, City Clerk