



OFFICE OF BUDGET AND MANAGEMENT  
PURCHASING DEPARTMENT  
CITY OF SPRINGFIELD, ILLINOIS

## **ELECTRONIC BIDDING INSTRUCTIONS**

### INSTRUCTIONS TO BIDDERS:

*The City of Springfield Central Purchasing Office and the Office of Budget and Management Vendor Bids Application are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Springfield Central Purchasing staff to provide a contact name, mailing address, phone number and email address to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Springfield is prohibited.*

**Please note that there is an RFP or IFB Booklet associated with this proposal, which is formulated in a PDF format and uploaded as a separate document in the Vendor Bids Application for ease of bidding. Please use the formatted booklet to submit your bid.**

1. By downloading this document with intent to bid, Vendors ***MUST NOTIFY THIS OFFICE*** with your pertinent information. This is mandatory in case of changes/addendums to this contract and we need to notify you.
2. You must print and submit only Section III of this document (unless otherwise stated). Do not alter, modify or rearrange this booklet in any manner.
3. All bidders must be registered with the City of Springfield at <https://www.springfield.il.us/Registration/Options.aspx> in order to submit an electronic bid. Proposals **MUST** be submitted electronically through the Vendor Bids portal save the document, prior to submitting electronically **RFP/IFB Opening Date, Contract Number**, as well as the **Contract Name**.

### **ELECTRONIC BID OPENING**

***This RFP/IFB is being conducted electronically.*** All bidders must be registered with the City of Springfield at <https://www.springfield.il.us/Registration/Options.aspx> in order to submit an electronic bid.

**The deadline for submitting a proposal is Thursday, November 16, 2023 at 2:00 p.m.**

This is an “electronic bid,” meaning that bids must be submitted via the Vendor Bid Application in an electronic format. All necessary documents are available through the City’s website at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>. Proposals received in **hard copy format** will be charged a **\$25 processing fee** to scan and download the documents, due upon receipt of proposal. Payment may be made in the form of a Cashier’s Check or Money Order, made out to the City of Springfield. Any incomplete submittals may be rejected as non-responsive.

For additional instructions regarding electronic bid submittal, contact the City of Springfield Central Purchasing Office at (217) 789-2191 or email: [purchasing@springfield.il.us](mailto:purchasing@springfield.il.us).

### **NON-ELECTRONIC BIDS**

If submitting a non-electronic bid, please submit 1 Original(s) with 0 copy(ies) of your bid/proposal documents.  
Bid/proposal to be received **no later than 2:00 p.m. on Thursday, November 16, 2023 to:**

City of Springfield  
Central Purchasing  
Attn: Purchasing Agent  
300 S. 7<sup>th</sup> St., Rm 200  
Springfield, IL. 62701

Submit bids by the due date and time listed above. Any incomplete submittals may be rejected as non-responsive.

**A \$25.00 processing fee will apply for all bids received non-electronically. Payment can be made in the form of a Money Order of Cashier's Check, made out to the City of Springfield.**

### **MANDATORY PRE-BID MEETING \*\*\*This section does not apply to UE24-10-69\*\*\***

A Mandatory Pre-Bid Meeting will be held on at **Choose an item.** in Meeting Room , located at , Springfield, Illinois. Bidders must send a representative to attend the Pre-Bid meeting in-person. This is your only opportunity to speak directly with staff from the DEPARTMENT(S) regarding the project. A site visit will immediately follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

A site visit may follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

### **NON-MANDATORY PRE-BID MEETING \*\*\*This section does not apply to UE24-10-69\*\*\***

A Non-Mandatory Pre-Bid Meeting will be held on at **Choose an item.** in Meeting Room , located at , Springfield, Illinois. Bidders are encouraged to send a representative to attend the pre-bid meeting in-person. This is your only opportunity to speak directly with staff from DEPARTMENT(S) regarding the project. A site visit may immediately follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

### **BID SECURITY \*\*\*This section does not apply to UE24-10-69\*\*\***

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be either:

- 1) scanned, in order to be submitted with the uploaded E-Bid response, **or**
- 2) the **Original** must be submitted to the Central Purchasing Office, City of Springfield, 300 S. 7<sup>th</sup> Street, Springfield, IL 62701 **by bid opening date and time.**

If scanned with an E-Bid response, the City has the right to request the original bid security at any time and must be produced within 14 business days.

### **BID SECURITY (ELECTRONIC) \*\*\*This section does not apply to UE24-10-69\*\*\***

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the City may require a bidder to submit the original bid security to confirm authenticity.

### **BID SECURITY (NON - ELECTRONIC) \*\*\*This section does not apply to UE24-10-69\*\*\***

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be included in the bid submittal.

### **TERMS AND CONDITIONS**

The General Terms and Conditions as included in this bid/proposal specification.

### **INSURANCE REQUIREMENT**

300 SOUTH SEVENTH · ROOM 200 · SPRINGFIELD, ILLINOIS 62701-1681 · (217) 789-2191 · FAX (217) 789-2207

A Certificate of Insurance and policy endorsements are required before the award of the contract. The Certificate of Insurance and policy endorsement must be consistent with the requirements in Section 38 of the City's General Terms and Conditions and Instructions.

OR

consistent with the requirements in Section 38 of the City Code and Instructions to Bidders except as modified as follows:

#### **PERFORMANCE AND PAYMENT BONDS**

Prior to execution of the contract, the awarded contractor shall be required to obtain Performance and Payment Bonds as per Section 38 of the City Code.

#### **QUESTIONS DURING THE BID PROCESS**

All questions concerning this bid shall be submitted directly in the City of Springfield Vendor Bids Portal at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx#Opportunities>. From the link, choose the bid you wish to submit a question for by clicking on the green button labeled, "submit question." If assistance is needed in accessing the portal, please contact the Purchasing Office at (217) 789-2191.

The deadline for questions is **Monday, November 06, 2023 at 12:00 p.m.** Responses to questions proposed will be answered within seven days, not including weekends or holidays. If required, a written response in the form of an addendum will be issued, bidders must review, sign and acknowledge the addendum and provide it with their proposal(s). No contact with the DEPARTMENT(S) shall be made during the bid/proposal process. Questions asked after the deadline are not guaranteed a response.

#### **ILLINOIS PREVAILING WAGE ACT**

This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.*). Contractors and subcontractors shall comply with the requirements of the Illinois Prevailing Wage Act including, but not limited to, all wage requirements and notice and recordkeeping duties including paying laborers, workers and mechanics performing work under this contract no less than the currently prevailing rate of wages in the county where the work is performed and filing a certified payroll with the public body in charge of the project.

The Contractor is advised that the Illinois Department of Labor (IDOL) revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the IDOL website for revisions to prevailing wage rates. For information regarding the current prevailing wage rates, please refer to the DOL website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

If IDOL revises the prevailing rates of wage during the term of the contract, the Contractor/subcontractor is required to pay the then current prevailing rate of wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the term of any contract shall be at the expense of the Contractor and not at the expense of the Owner.

The Contractor shall defend and hold harmless the City, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

#### **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### **BASIS OF AWARD (bid worksheet)**

The City of Springfield intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Total Base Bid amount listed on the Bid Worksheet. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Springfield reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

**BID WITHDRAWAL:** No Bid shall be withdrawn for a period of 90 days after the opening of Bids without consent of OWNER

**BASIS OF AWARD (offer to contract)**

The City of Springfield intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Total Base Bid amount listed in the Offer to Contract. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Springfield reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

**BID WITHDRAWAL:** No Bid shall be withdrawn for a period of 90 days after the opening of Bids without consent of OWNER

**BASIS OF AWARD**

The City of Springfield intends to award the bid to the lowest responsive, responsible bidder, with respect to the total base bid in the "Offer to Contract".

Should the first selected contractor be unable to fulfill the terms of the contract, the City reserves the right to enter into a contract with the 2<sup>nd</sup> selected Contractor. If the City does not find that any Contractor's solution(s) meet the needs and requirements, the City is not obligated to enter into agreement for services.

The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

**BASIS OF AWARD (RFP)**

The City of Springfield intends to award the bid to the contractor that scores the highest with regard to the evaluation criteria set forth within the RFP. The scoring is based on how the contractor responds to the specifications within Section II of the RFP.

Should the first selected contractor be unable to fulfill the terms of the contract, the City reserves the right to enter into a contract with the 2<sup>nd</sup> highest scoring selected Contractor. If the City does not find that any Contractor's solution(s) meet the needs and requirements, the City is not obligated to enter into agreement for services.

The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

### **FREEDOM OF INFORMATION ACT**

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

Office of the Purchasing Agent  
300 S. 7<sup>th</sup> Street, Room 200  
Springfield, IL 62701  
Phone: (217)789-2191  
Email: [purchasing@springfield.il.us](mailto:purchasing@springfield.il.us)



**CITY OF SPRINGFIELD ILLINOIS**  
**OFFICE OF BUDGET AND MANAGEMENT**  
**PURCHASING DEPARTMENT**  
**300 S. SEVENTH STREET**  
**ROOM #200 MCW**  
**SPRINGFIELD, ILLINOIS 62701-1681**

**MISTY BUSCHER, MAYOR**

**PUBLIC WORKS**  
**BID BOOKLET AND CONTRACT**

|             |                                                       |
|-------------|-------------------------------------------------------|
| Section I   | Notice, Instruction to Bidders and General Conditions |
| Section II  | Specifications and (Drawings if Applicable)           |
| Section III | Proposal Form and Bid Sheet                           |
| Section IV  | Sample Contract                                       |

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681, date and time stamped no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the below date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent.

**Date: October 17, 2023**  
**Contract Index No. #: UE24-10-69**  
**Contract Name: Electric Construction Labor**  
**Pre-Bid Meeting: N/A**  
**Bid Security: N/A**  
**Bid Opening Date: Thursday, November 16, 2023**

# **SECTION I**

## **NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

## SECTION I

### NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

In order to be eligible for consideration all bids must be made in accordance with the following instructions.

#### 1. Bid Preparation

- (a) Signature — whenever any of the Contract Documents, addenda, or certifications thereto require signature of the bidder or Contractor such signature shall be in substantially the following form.

In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).

In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.

In all cases the name of the individual signing shall be typed or printed below the signature.

- (b) Every price quote or proposal may be made in ink or typewritten upon the Proposal Form and Bid Sheet provided in Section III of this booklet and must give the price of each and every item of the work bid, in figures.
- (c) Do not alter, modify or rearrange the bid booklet in any manner.
- (d) Do not create your own Proposal Form and Bid Sheet. Indicate your price quote on the enclosed forms.
- (e) Any exceptions to the Specifications must be provided in accordance with the instructions given in the Specifications.
- (f) Any additional information or descriptive literature must be submitted separately.
- (g) **Unless otherwise stated in Section II of this document, only return Section III of this Bid Booklet. If you have any additional questions, please call the Office of the Purchasing Agent, (217) 789-2191 or submit your questions directly in the City of Springfield Vendor Bids Portal here:**  
<https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx#Opportunities>

- (h) **Failure to submit the bid booklet as set forth above, completed according to these instructions, and may result in rejection of the bid.**

## **2. Submission of Bids**

- (a) If submitting a bid non-electronically, bids shall be sealed in an opaque envelope, marked and addressed as follows:

**City of Springfield  
Office of Budget & Management  
Room 210 Municipal Center West  
300 South Seventh Street  
Springfield, IL 62701-1681**

**Contract Index No.: UE24-10-69  
Contract Name: Electric Construction Labor**

and will be received in the Office of Budget & Management until:

**2:00 P.M. Central Time USA: Thursday, November 16, 2023**

**A \$25.00 processing fee will apply for all bids received non-electronically. Payment can be made in the form of a Money Order or Cashier's Check, made out to the City of Springfield.**

- (b) Bids received after the time and date designated above shall not be considered.

## **3. Contract Documents**

- (a) "Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.
- (b) The purpose of these Documents is to require the furnishing of highest quality equipment material and workmanship in accordance with the specifications and best practice. If any bidder believes from its experience that the specifications are not consistent with this intent, he shall so state in writing and shall submit an alternate proposal on the part or parts of the specifications which it believes to be contrary to the best practice.
- (c) Whenever in these Documents the term "Purchaser," "City," or "Owner" is employed, it is understood to refer to the City of Springfield, Illinois. Whenever the term

"Contractor" is employed, it is understood to refer to the person or contractor that may have entered into contract with the City to furnish the equipment, material, and/or labor specified herein.

- (d) Bidders are instructed to familiarize themselves with the Contract Documents and the work contemplated in order that their true spirit and intent may be fulfilled. If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other Contract Documents, it may submit a written request for an interpretation thereof to the City Purchasing Agent. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be posted on the City of Springfield Procurement Bulletin. Accordingly the Addendum Acknowledgement Form must be signed and inserted into your proposal. Failure to do so may result in the rejection of your bid. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

#### 4. Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

[ **X** ] Bid Security will not be required for this contract.

[        ] Bid Security will be required for this contract and shall be submitted in accordance with the following instructions.

- (a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount of    n/a    as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.
- (b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.

- (e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

## **5. Withdrawal of Bid**

No bidder may withdraw its bid for a period of sixty (60) days from the date of opening bids.

## **6. Specifications**

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

## **7. Substitutions**

Certain materials and equipment may be specified by manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the City, they are equal to those specified in quality, performance, design, and suitability for intended use. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items.

## **8. Waiver**

- (a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.
- (b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

## **9. Royalties and Fees**

The successful bidder shall pay all royalties and license fees. The successful bidder shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

## **10. Time of Performance**

Time of performance under this contract shall be as provided in the Specifications contained in Section II of this booklet.

## **11. Delivery and Payment Terms**

- (a) In order to permit comparison of bids, all prices must be quoted F.O.B. City of Springfield, Illinois, at the point of delivery set forth in the Specifications contained in Section II or as otherwise provided by the Specifications.
- (b) Payment shall be made by the Purchaser according to the following plan: Within thirty (30) days after delivery and acceptance by the City, unless otherwise provided by the Specifications contained in Section II.

## **12. Indemnification**

- (a) The Contractor shall defend, indemnify, keep and save harmless the City of Springfield, its agents, employers and representatives against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under this contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

## **13. Insurance**

- (a) The Contractor, and any Subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against any and all claims and demands arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the Contractor or Subcontractor. (In lieu of naming the City as an additional insured, the Contractor and Subcontractors may provide an Owners and Contractors Protective Public Liability and Property Damage Policy, including automobile coverage, written in the name of the City, if in the opinion of the Purchasing Agent the policy contains the same coverage and liability limits set forth in the Specifications.)
- (b) On all contracts for the construction of public works, the Contractor and its Subcontractors shall maintain sufficient insurance to cover claims for bodily injury and death to its employees brought under the Illinois Worker's Compensation and Occupational Disease Act or other similar employee disability or benefit laws.
- (c) Minimum requirements for insurance are set forth in the Specifications contained in Section II of this booklet (when applicable).
- (d) Certificates of insurance shall be placed on file with the City Purchasing Agent prior to beginning performance.

#### **14. Federal, State, and Local Laws:**

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full; including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, and Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more. Failure to comply with Federal, State, and Local Laws on prior bids and prior contract work may result in disqualification of a bidder on a subsequent bid. Contracts subject to bidding requirements shall be awarded to the lowest responsible bidder which includes consideration of a bidder's compliance with Federal, State, and Local Laws. (See Section 38.35 of the City Code)

#### **15. Change Orders**

Pursuant to Section 33E-9 of the Illinois Criminal Code, any person employed by any unit of State or local government who is authorized by such unit of State or local government to approve a change to any public contract who knowingly grants such approval without first obtaining a determination in writing by the unit of State or local government on whose behalf the contract was signed or by a designee authorized by such unit of State or local government to make such determination, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, were not within the contemplation of the contract as signed or are in the best interest of the unit of State or local government and authorized by law commits a Class 4 felony. Such written determination shall be preserved in such contract's permanent file which shall be open to the public for inspection. This Section shall only apply to change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by \$10,000 or more or the time of completion by 30 days or more.

#### **16. Preferences to Veterans**

In accordance with the provisions of 330 ILCS 55/1 *et seq.*, in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are

found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

#### **17. Employment of Illinois Workers on Public Works Projects**

- (a) In accordance with the provisions of 30 ILCS 570/1 *et seq.*, whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.
- (b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

#### **18. Performance and Payment Bond**

- (a) The City Purchasing Agent may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.
- (b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.
- (c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

#### **19. Specifications Shall Control**

In case of any conflict between these Instructions and the Specifications contained in Section II, the Specifications contained therein shall control.

## **20. Asbestos**

Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

## **21. Sales Tax Exemption**

- (a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.
- (b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

## **22. Certification, Commitments and Preferences**

- (a) Certification of Non-Conviction - Pursuant to Section 33E-11 of the Illinois Criminal Code every bid submitted to the City must contain a certification that the bidder is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code. Any Contractor who makes a false statement material to this Certification, commits a Class 3 felony.
- (b) Certification of Non-Delinquency - Pursuant to Section 11-42.1-1 of the Illinois Municipal Code, the City of Springfield may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the City must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement voids the contract and allows the City to recover all amounts paid to the individual or entity under the contract in a civil action.

For purposes of this section of the Municipal Code, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.

(b.1) Certification of Participation in Apprenticeship & Training Program. Pursuant to the City of Springfield's Code of Ordinances Section 38.23 Para. (a) (2), the bidder must certify that it and each Subcontractor (if any) performing work on a public works contract are participants in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

- (c) Commitment for Equal Employment Opportunity – Contractor shall adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.09 regarding prohibition of unfair employment practices, and Section 93.13 regarding affirmative action programs.

Pursuant to Article VII, Chapter 38, Sections 38.62 and 38.63, of the Code of Ordinances of the City of Springfield, the City has a policy to promote and encourage: (1) the continuing economic development of minority and female owned and operated businesses; and (2) that minority and female owned and operated businesses participate in the City's procurement process as both prime and subcontractors. The Contractor shall adhere to all such provisions of Chapter 38 as relates to Equal Employment Opportunity and Affirmative Action.

- (d) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.

- (1) Definitions - As used in this section the following definitions shall apply unless the context otherwise

"Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below  
"United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal

where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000.00).

## (2) Determination of Origin

In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

"Component" means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

## (3) Waiver by the City

The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

- (e) Local preference in contract award — In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

- (f) Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more -- In accordance with the requirements of Section 38.16 of the City Purchasing Code, for any construction project advertised, or if not advertised, awarded by the city that has an estimated contract value of \$100,000 or more, and where not otherwise prohibited by federal, state or local law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by city residents.

These minimum percentages of work hours for eligible residents shall not be understood as limiting or deterring the fuller utilization of eligible residents beyond these levels, but are intended instead as minimum requirements. Contractors shall make good faith efforts to utilize qualified eligible residents in unskilled and skilled labor positions. The purchasing agent or his designee shall separately monitor the utilization of eligible residents in skilled and unskilled positions, and shall report his findings to the director of the office of budget and management when substantially all of the construction contracts for each construction season have been closed. The purchasing

agent or his designee shall also report whether he has determined that separate minimum percentages of eligible residents are warranted for skilled and unskilled labor positions.

The purchasing agent or his designee have developed standards and procedures for reducing or waiving these minimum percentages of work hours for eligible residents when a bidder or contractor can demonstrate the impracticality or excessive cost of complying with the percentage levels for particular contracts or classes of employees. Except as otherwise provided in the purchasing agents or his designee's standards and procedures, a waiver or reduction shall be deemed appropriate if a contractor or subcontractor has unsuccessfully solicited a sufficient number of eligible residents to perform the work identified in the bid solicitation and has documented such effort to the satisfaction of the purchasing agent. If the purchasing agent or his designee determines that lesser percentage standards are appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, such bid solicitations shall include a statement of such revised standards.

- (g) Resident work hours implementation -- Implementation of the requirements established in subsection (f) of this section will be achieved by including in contracts and subcontracts described therein the following language:

The contractor and all subcontractors that perform work on the site on the construction project undertaken pursuant to this contract shall comply with the minimum percentage of total work hours performed by eligible residents as specified in Section 38.16 of the Code of Ordinances of the City of Springfield, IL.

The contractor shall provide for the maintenance of adequate employee residency records to ensure that eligible residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every eligible resident employee's actual record of residence.

Weekly certified payroll reports submitted to the purchasing agent or his designee shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the contractor's and subcontractors' employment record shall be granted to the purchasing agent or his designee, the Chief of the Springfield Police Department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the purchasing agent or his designee, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of eligible residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the work hours performed by eligible residents. Nothing provided in this paragraph shall be construed to prevent the purchasing agent or his designee from considering such good faith efforts as appropriate for reducing or waiving the minimum percentages of work hours for eligible residents requirement, pursuant to Section 38.16 of the Code of Ordinances of the City of Springfield, IL.

When work is completed, in the event that the city has determined that the contractor failed to ensure the fulfillment of the requirements of this section concerning the work hours performed by eligible residents or has failed to report in the manner as indicated above, the city will thereby be damaged in the failure to provide the benefit of demonstrable employment to eligible residents to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the city in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no eligible residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the contractor or subcontractors or employee to prosecution. Any retainage to cover contract performance that may become due to the contractor pursuant to Section 38.16 of the Code of Ordinances of the City of Springfield, IL may be withheld by the city pending the purchasing agent or his designee's determination whether the contractor must surrender damages as provided in this paragraph.

Nothing herein provide shall be construed to be a limitation upon the affirmative action, minority owned business, and female owned business requirements set forth in sections 38.62, 38.63, and 38.64 of the Code of Ordinances of the City of Springfield, IL, or other affirmative action required for equal opportunity under the provisions of this contract.

- (h) Public works contracts and project labor contracts -- Pursuant to Section 38.15 of the Code of Ordinances of the City of Springfield, IL, where the purchasing agent determines that because of the substantial and complex nature of the public works project, use of a project labor agreement is in the public interest, unions participating in a project labor agreement shall provide the following:

- (1) Certification of compliance in relation to the public works project with the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act; and,

- (2) A statement that such union, has a bona fide apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training; and,
- (3) Evidence of an established membership recruitment program that specifically includes efforts to recruit residents of the city and minority and female participants; and,
- (4) Information showing the demographic characteristics of union membership and apprenticeship and training program.

## **23. Minority and Female-Owned Business Enterprise Policy**

It is the policy of the City of Springfield to encourage and promote the award of contracts and/or subcontracts to minority and/or female-owned business enterprises. The policy is set forth in Sections 38.62 and 38.63 of the Springfield City Code. Such sections are specifically adopted by reference as a part of this Contract, and are applicable to this Contract as if re-stated herein. All bidders are directed to [www.municode.com](http://www.municode.com) or the Springfield City Clerk for a copy of such sections. Annual Goal Contracts are contracts procuring labor or services for the construction of public works as defined by Section 38.03 of the Springfield City.

The annual goal for public works contracts ("Annual Goal Contracts") shall be set by the Springfield Community Relations Commission. The goal shall not apply to non-public works contracts, where a state or federal rule pre-empts or prohibits such requirements.

Each bidder of an Annual Goal Contract must complete an MBE and FBE utilization form and identify its commitment to utilize minority and female business enterprises (respectively, "MBE" and "FBE"). The Subcontractor Utilization Statement is attached hereto as Attachment A.

All bidders of Annual Goal Contracts shall have the burden of providing sufficient information and documentation to the Springfield Office of Community Relations (SOCR) to demonstrate compliance with the City's MBE/FBE and Affirmative Action policy. Failure of the bidder to complete and sign the MBE/FBE utilization form may result in the bid being declared nonresponsive.

The Springfield Office of Community Relations (SOCR) will accept certifications of MBE/FBE status from other agencies, whether local, regional, or national, which certify minority and female business enterprises if the Department finds such agencies' certification standards to be no less rigorous than the Department's own standards.

- (a) Contracts - In complying with this policy, bidders on all Annual Goal Contracts are required to provide equal employment opportunity and to take affirmative steps to assure that minority and female-owned businesses are utilized whenever possible as Subcontractors. For purposes of these instructions the following definitions shall apply:

- (1) A Minority Owned Business ("MBE") means a business concern which is at least 51% owned by one or more minority persons (e.g. Black, Hispanic, Asian,

American Indian and disabled people), or in the case of a corporation, at least 51% of the stock is owned by one or more minority person; and the management and daily business operations are controlled by one or more of the minority persons who own it.

- (2) A Female Owned Business (“FBE”) means a business concern which is at least 51% owned by one or more females, or in the case of a corporation, at least 51% of the stock is owned by one or more females; and the management and daily business operation are controlled by one or more of the females who own it.
  - (3) “Control” means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real substantial and continuing, not pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.
- (b) Affirmative Efforts by Contractors - All bidders on all Annual Goal Contracts shall consider and follow the guidelines below, where appropriate. In addition, all bidders on Annual Goal Contracts where the bidders uses or intends to used subcontractor(s) are required to advertise subcontracting opportunities and to negotiate with MBE’s and FBE’s prior to bid opening. A sample of such publication is included herein as Attachment B. Failure to document such affirmative efforts may be deemed, relative to minority and female-owned business compliance, nonresponsive. The following are general guidelines for making such good faith efforts.
- Attend pre-bid meetings, if any, scheduled by the City to inform MBE/FBE firms of contracting opportunities.
  - Formally advertise in general circulation, trade association and minority-oriented media regarding subcontracting opportunities. Proof of such advertisement shall be provided to the SOCR.
  - Provide written notice to specific MBE/FBE firms soliciting their bids. Said solicitations should allow sufficient time for the MBE/FBE firms to review the plans and specifications and develop bids. The Springfield Office of Community Relations (SOCR) may provide the bidder with information on MBE/FBE firms to be solicited.
  - Follow up the initial solicitation of interest by contacting MBE/FBE firms to determine whether or not said firms will submit a bid.

- Package portions of the work to be performed in such a manner as to encourage and increase the likelihood of participation from MBE/FBE firms.
- Provide interested MBE/FBE firms with adequate information regarding the plans, specifications and requirements for bidding on city-financed construction.
- Negotiate in "Good Faith" with MBE/FBE firms. MBE/FBE firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.
- Assist interested MBE/FBE firms in obtaining the bonding, lines of credit and insurance if required.
- Effectively utilize the services of local, state and federal minority and female business assistance offices, and other organizations that provide assistance in the recruitment and placement of MBE/FBE firms.
- Document all "Good Faith Efforts" actions taken and provide such documentation to the SOCR.

(c) Pre-Bid Opening Requirements - As a prerequisite to demonstrate compliance, each bidder on an Annual Goal Contract shall submit the following with its bid in the format provided in Attachment A and Attachment C of this booklet:

(1) An approved M/FBE Participation Waiver Request (Attachment C)

OR

(2) A Completed & Signed Subcontractor Utilization Statement (Attachment A); and

A "Certificate of Publication" or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a newspaper of general circulation in the county where the work is to be performed. The advertisement must run two (2) consecutive days, running at least ten (10) days prior to bid opening. Such certificate shall be submitted with the vendor's bid.

Failure to comply with the above requirements shall be cause for rejection of the bid as nonresponsive.

(d) Post-Contract Award Obligations - Within ten (10) calendar days after award of the contract and prior to beginning work on the contract, the low responsive bidder shall submit the following to the Springfield Office of Community Relations (SOCR):

- (1) Copies of all MBE and FBE related subcontracts between the Contractor and first-tier Subcontractors showing the work to be performed and the dollar amount of the work.
- (2) Completed, signed, and notarized certification from the bidder utilizing MBE or FBE, attesting that the bidder has no controlling or dominating interest or conflict of interest with the MBE or FBE that is proposed to be utilized. (Use certificate attached -Attachment D.)
- (3) Completed, signed, and notarized certification from the MBE and FBE to be utilized, attesting that they are a MBE or FBE as defined in the Springfield City Code. (Use certificate attached -Attachment E.)

Failure to comply with the above may cause rejection of the bid as nonresponsive.

Where the bid/offer is considered nonresponsive under this subsection, the SOCR will promptly advise the bidder/offeror, in writing, of the basis for the nonresponsive determination.

Any and all changes in previously reported MBE and FBE utilization shall be reported to the SOCR promptly, in writing, with appropriate documentation and reasons. If there is non-utilization or reduced utilization without good cause, the SOCR will advise the Contractor, in writing, of corrective actions to be initiated. If the Contractor fails to initiate such actions, the City may withhold payments and/or institute other appropriate sanctions.

(e) Sanctions

- (1) The City of Springfield may reject any bid where the information submitted by the bidder/offeror fails to objectively demonstrate compliance with the MBE/FBE requirements (i.e., failure to place the pre-bid advertisement by the bidder at least ten (10) days prior to bid opening shall not be considered as objectively demonstrating compliance with the MBE/FBE requirements).
- (2) In the event the vendor fails to comply with the provisions of Chapter 93 and provisions of Article VII of Chapter 38 relating to MBE and FBE participation of the City Code, the City may, at its option, do any or all of the following:
  - a. Cancel, terminate or suspend the Annual Goal Contract in whole or in part;
  - b. Declare the vendor ineligible for further Annual Goal Contracts for one calendar year;
  - c. Prosecute the failure to comply pursuant to the provisions of Chapter 93 of the City Code;
  - d. Immediately withhold the maximum fine or penalty amount authorized by Chapter 93 of the City Code in the event a violation is found, and setoff any fine or penalty assessed against the unpaid portion of the Annual Goal Contract price;

- e. Such other sanctions as may be allowable under law.
- (f) Payment - Payment to the MBE/FBE being utilized must be verified by SOCR before the City's Office of Budget and Management issues final payment to the Contractor. To facilitate the verification process, the Contractor shall submit to SOCR satisfactory evidence of payment to the Subcontractor at the time such payment is made.
- (g) Request for Change of Subcontractor - At any time prior to or after award, a Contractor may make a request for change of an MBE/FBE Subcontractor which it has previously listed. All requests shall be in writing on the Contractor's letterhead and submitted with documented evidence of cause to the SOCR. The Office of Community Relations will review each request and may, at its sole discretion, authorize the change.
  - (1) Prior to Award: The Contractor may request approval of an MBE/FBE Subcontractor other than one listed in its bid.
  - (2) After Award: After award of contract, if for any reason an approved MBE/FBE Subcontractor fails to meet its contractual commitment; the Contractor may request a change of such Subcontractor.

## **24. Multi-year Contracts**

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

## **25. Severability**

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

## **26. Choice of Law and Forum**

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

## **27. Execution of Contract**

- (a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section IV of this booklet with signature acknowledged and signed in the same manner as prescribed in paragraph 1(a) of these Instructions.

- (b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

## **28. Rejection of Bids**

Any and all bids received in response to an advertisement may be rejected by the Mayor

# **SECTION II**

## **SPECIFICATIONS**

**(& Drawings if Applicable)**

## SECTION II

### SPECIFICATIONS (AND DRAWINGS IF APPLICABLE)

#### Affirmative Action Requirements

- (a) The city shall not enter into any Annual Goal Contract with any contractor or vendor, who is found to be in violation of Chapter 93 or provisions of Article VII of Chapter 38 of the City Code relating to MBE and FBE participation, except where: (1) such contractor or vendor is the sole source of the particular product or service and the product or service is essential for the operations of the city; or (2) it is an emergency contract under Section 38.41.
- (b) The city shall not enter into any Annual Goal Contract with any contractor or vendor which does not first submit to the city a written commitment to provide equal employment opportunity, and a \$50.00 fee to offset the cost of administration of the city's program. Such commitment must:

  - (1) Set out and agree to maintain specific employment or membership practices and policies sufficient to achieve equal opportunity.
  - (2) Agree to make a good faith effort to meet the goals established for the award of subcontracts and for the participation of skilled trade professionals.
  - (3) Agree to submit to the city upon request written evidence of compliance with the above required practices, policies and goals.
  - (4) Agree to submit to the city upon request statistical data concerning employee composition or membership composition of MBE or FBE status.
  - (5) Agree to distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants or members.
  - (6) Agree to require any subcontractor to submit to the city a written commitment which contains the provisions required by subsections (1) through (5) of this subsection.
- (c) The following shall apply to all Annual Goal Contracts, and these provisions shall appear in every Annual Goal Contract and its subcontracts:

  - (1) "The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, and place of birth, age or a physical or mental disability which would not interfere with the efficient performance of the Annual Goal Contract."
  - (2) "The vendor will take affirmative action to comply with the provisions of Chapter 38 and provisions of Chapter 93 of the City Code relating to MBE and FBE participation, and will require any subcontractor to submit to the city written commitment to comply."

- (3) “The vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, members or prospective subcontractors.”
- (4) “The vendor shall submit to the city, upon written request, compliance reports containing such information as to the practices, policies, programs and statistics of employee or membership composition of MBE or FBE status, and shall require any subcontractor to submit the same upon written request by the city. Vendor shall permit access to all relevant books, records, accounts and work sites by the city for purposes of investigation to ascertain compliance.”
- (5) “In all solicitations or advertisements for employees placed by vendor or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, ancestry, sexual orientation, age, or physical/mental disability.”
- (6) “During the performance of the contract, vendor agrees: it will have written sexual harassment policies that include, at a minimum, the following: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the vendor’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Commission; and (vii) protection against retaliation. A copy of the policies shall be provided to the Illinois Department of Human Rights and the city upon request.”
- (7) “During the performance of the contract, vendor agrees it will not maintain or provide any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.”
- (8) “In the event the vendor fails to comply with the provisions of Chapter 93 and provisions of Article VII of Chapter 38 relating to MBE and FBE participation of the City Code, the city may, at its option, do any or all of the following:
- a. Cancel, terminate or suspend the Annual Goal Contract in whole or in part.
  - b. Declare the vendor ineligible for further Annual Goal Contracts for one calendar year.
  - c. Prosecute the failure to comply pursuant to the provisions of Chapter 93 of the City Code.
  - d. Immediately withhold the maximum fine or penalty amount authorized by Chapter 93 of the City Code in the event a violation is found, and setoff any fine or penalty assessed against the unpaid portion of the Annual Goal Contract price.
  - e. Such other sanctions as may be allowable under law.
- (d) Subcontracting is not required for participation in an Annual Goal contract. However, if a subcontractor is used and the vendor cannot or does not wish to make subcontracting

opportunities available to an MBE or FBE, the vendor must request in writing a waiver of such requirement. The waiver request must include either a:

- (1) A narrative describing vendor's good faith efforts to secure MBE and FBE participation prior to bid submittal, or;
  - (2) A notarized affidavit attesting the vendor did not receive inquiries or proposals from a qualified MBE or FBE in response to the notification prior to bid submittal, or
  - (3) A notarized affidavit attesting the vendor did not receive inquiries or proposals from a qualified MBE or FBE in response to the notification prior to bid submittal, or
  - (4) A written explanation for why the vendor believes it is necessary and /or prudent to seek a waiver despite having received qualified MBE and FBE proposals.
- (e) A vendor shall not deviate from utilizing any of the subcontractors listed in its bid submittal unless such a change has first been approved in writing by the city.

### **MBE and FBE Goals.**

- (a) The Springfield Community Relations Commission shall set the MBE and FBE participation goals on an annual basis. **The current goals are as follows:**
- (1) Eleven (11) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises.
  - (2) Seven (7) percent of the total dollar amount of the contract should be performed by Female Business Enterprises.
  - (3) Eighteen (18) percent of the total hours worked, per trade, should be performed by minority workers.
  - (4) Three (3) percent of the total hours worked, per trade, should be performed by female workers.
- (b) The following criteria shall be used to determine MBE and FBE participation towards subcontracting goals:
- (1) When an MBE or FBE participates in an Annual Goal Contract, count only the value of the work actually performed by the MBE or FBE.
  - (2) When an MBE or FBE performs as a participant in joint venture, count a portion of the total dollar value of the Annual Goal Contract equal to the distinct, clearly defined portion of the work that the MBE or FBE performs with its own forces.
  - (3) Count expenditures to an MBE or FBE contractor or trucking firm only if the MBE or FBE is performing a commercially useful function.
- (c) The following criteria shall be used to determine MBE and FBE participation for materials and supplies toward MBE or FBE goals:
- (1) Count 100 percent of the expenditure if the MBE or FBE supplier is also the manufacturer.

- (2) Count 60 percent of the expenditure if the MBE or FBE supplier is a regular dealer.
- (3) Count neither 5 percent of the expenditure if the MBE or FBE supplier is neither a manufacturer nor a regular dealer of the materials supplied.

DUE TO CHANGES MADE TO THE STATE OF ILLINOIS PREVAILING WAGE ACT (THE ACT), THE BIDDER'S ARE DIRECTED TO REVIEW AND BECOME FAMILIAR WITH THE ACT AND THE CONTRACT DOCUMENTS

**PREVAILING WAGE REQUIREMENTS FOR THIS PROJECT:**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

*In accordance with City Code Chapter 38.15. Public works contracts and project labor agreements:*

For all public works projects estimated in excess of \$50,000 where public funds will be expended, the City of Springfield shall require a project labor agreement unless it has been determined that a project labor agreement would not advance the City's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, and labor stability and the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers. The terms of any project labor agreement shall not exceed the economic standards established by the Illinois Prevailing Wage Act, as from time to time amended, nor contain any requirement of union membership of any contractor's employees or fair share payments by contractor's employees.

## Prevailing Wage Act Supplemental Instructions

1. This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department’s official website.
2. The wages of employees paid by Contractors or Subcontractors on contracts involving “public works” as defined in the Prevailing Wage Act (820 ILCS 130/1 *et seq.*, as amended), must be not less than the general prevailing hourly rates paid for work of a similar character in Sangamon County, Illinois. Public works projects include, but are not limited to, any maintenance, repair, assembly, or disassembly work performed on equipment whether that equipment is owned, leased, or rented. Public works projects also include all fixed works that are paid for in whole or in part with public funds. Contractors are instructed to read the Prevailing Wage Act in its entirety for complete information.
3. For a copy of the prevailing wages for construction trades in Sangamon County, Illinois, as determined and published by the Illinois Department of Labor please refer to the IDOL’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>..
4. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.
5. Any contractor and each subcontractor who participates in public works shall:
  - (1) make and keep, for a period of not less than 3 years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project ; the records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
  - (2) No later than the tenth day of each calendar month file a certified payroll for the immediately preceding month with the City in accordance with the procedures to be provided for the electronic submission of certified payroll. A certified payroll must be filed

for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor which avers that; (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of the Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and make available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section. (b) Upon 7 business days notice, the contractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors. (820 ILCS 130/5)

6. If the information provided by the Contractor and Subcontractor reasonably shows a violation of the Prevailing Wage Act, then the Purchasing Agent shall notify the Contractor and Subcontractor of the possible violation by certified mail. If the Contractor and Subcontractor does not cure the violation, or provide the Purchasing Agent with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of the Contractor's and Subcontractor's receipt of the Purchasing Agent's written notice of possible violation, then the Purchasing Agent, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

7. It is a Mandatory requirement upon the Contractor or their Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et seq.*).
8. Any officer, agent or representative of any public body who willfully violates, or willfully fails to comply with, any of the provisions of this Act, and any contractor or subcontractor and any officer, employee, or agent thereof, who as such officer, employee, or agent, has a duty to create, keep, maintain, or produce any record or document required by this Act to be created, kept, maintained, or produced who willfully fails to create, keep, maintain or produce such record or document as or when required by this Act, is guilty of a Class A misdemeanor.
9. The Department of Labor shall inquire diligently as to any violation of this Act, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of this Act. The Attorney General shall prosecute such cases upon complaint by the Department or any interested person. (820 ILCS 130/6).
10. The Director of the Department of Labor shall publish in the Illinois Register no less often than once each calendar quarter a list of contractors or subcontractors found to have disregarded their obligations to employees under this Act. The Department of Labor shall determine the contractors or subcontractors who, on 2 separate occasions within 5 years, have been determined to have violated the provisions of this Act. Upon such determination the Department shall notify the violating contractor or subcontractor. Such contractor or subcontractor shall then have 10 working days to request a hearing by the Department on the alleged violations. Failure to respond within the 10 working day period shall result in automatic and immediate placement and publication on the list. If the contractor or subcontractor requests a hearing within the 10 working day period, the Director shall set a hearing on the alleged violations. Such hearing shall take place no later than 45 calendar days after the receipt by the Department of Labor of the request for a hearing. The Department of Labor is empowered to promulgate, adopt, amend and rescind rules and regulations to govern the hearing procedure. No contract shall be awarded to a contractor or subcontractor appearing on the list, or to any firm, corporation, partnership or association in which such contractor or subcontractor has an interest until 4 years have elapsed from the date of publication of the list containing the name of such contractor or subcontractor.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing. (820 ILCS 130/11a)

## **SPECIFICATIONS FOR** **ELECTRIC CONSTRUCTION LABOR**

### **GENERAL STATEMENT:**

The City of Springfield, Office of Public Utilities ("City") is a municipal utility with 63,304 electric customers and a total generation capacity of 484 MW. It owns distribution and transmission lines in and around the City of Springfield which operate at the following voltages: 138 KV, 69 KV, and 12.47 KV.

It is proposed under these specifications to provide for the furnishing of supervision, tools, equipment and labor necessary for the purpose of construction, repair, servicing, and maintenance of the traffic systems, street and highway lighting, general electrical maintenance for "inside" type electrical work, transmission and distribution systems (both overhead and underground), as well as 69KV and 138KV substations as needed in the Springfield, Illinois area.

Federal Emergency Management requires work done for emergency repair be competitively bid. During any such event that emergency repairs are needed multiple bidders from this contract may be considered. Contractors will be considered based on price, ability, and the size of the work force in can provide. Additionally, this contract may be used for non-emergency work. **This work is not guaranteed. The work, if performed, will not continue past December 31, 2025. All work performed will be based on man-hour and equipment hour rates quoted firm through the above date.**

This contract shall be in effect from its signing until **December 31, 2025**. If it is mutually agreeable with the City and the Contactor, this Contract may be extended. Any Contract covering the additional period shall be extended under the same terms, conditions, specifications, quantities and costs as the original Contract. Before any extension is effective, it must be executed by both the City and the Contractor and approved by the City Council.

All submitting vendors will receive a contract. Request of labor and equipment will be established on a priority list based on availability of rental equipment from lowest rental cost to highest rental cost. Each vendor submitting a valid bid will be contacted until the City's equipment needs are filled.

The City will furnish all materials and other accessory items that are a part of the electric system construction. All scrap wire, excess, or faulty materials furnished by the City shall be returned to the City upon completion of the job or before. All other materials shall be deemed construction materials or equipment and shall be furnished by the Contractor.

All construction materials will be available at the Office of Public Utilities Groth Street Storeroom located at 1600 S. Groth St. All materials taken shall be requisitioned for their particular project, and such other persons that are designated by the Contractor. All unused and dismantled materials shall remain and be the property of the City.

Notwithstanding anything to the contrary herein or in any other agreement between the City and the Contractor, the City may deduct and offset any amount that is or becomes due and payable (whether or not such amount is liquidated or disputed) to the City from the Contractor, and the contractor hereby consents to such action.

## **INTERPRETATION TO BIDDER**

A prospective bidder, who is in doubt as to the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent  
Email: [Purchasing@Springfield.il.us](mailto:Purchasing@Springfield.il.us)  
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

The Notice, Instruction to Bidders and General Conditions set forth in Section I and the Specifications & Drawings set forth in Section II will be the prevailing conditions of this contract. Any exceptions to these terms and conditions must be addressed with respect to the specific page, paragraph and number and added to the proposal section of this contract. Any Terms and Conditions submitted otherwise will not be considered or accepted for award of bid.

## **QUALIFICATIONS AND EXPERIENCE:**

Bids will be accepted only from qualified contractors who have been regularly engaged in the business of:

1. Transmission and distribution construction both overhead and underground for the past three years.
2. Substation construction and installation of distribution circuits with overhead and underground wire for the past three years.
3. Traffic systems construction and/or maintenance for the past three years
4. Street lighting and highway lighting construction and/or maintenance for the past three years

The bidder must show proof of having performed such work on both energized and un-energized circuits for utilities of comparable size or larger than the City. Furthermore, the contractor must show that contractor's firm is financially solvent by submitting their latest financial statement and that contractor has the necessary equipment to do the work assigned.

## **SUBCONTRACTORS AND SUPPLIERS:**

When required, a bidder shall submit to the City a list of subcontractors and suppliers of principal items of material, equipment, and labor. If the City requires such a list prior to approval of the contract, this list shall be considered a condition of the contract and no change will be permitted without the written approval of the City.

## **INSURANCE:**

The Contractor shall not commence work under the contract until he has obtained all insurance required as specified, nor shall the Contractor allow any subcontractor or sub-contractors to commence work on any portion of the work unless all insurance required of the subcontractor or sub-subcontractor has been

similarly approved by the Contractor.

**Workmen's Compensation:** The Contractor shall secure and maintain workmen's compensation insurance in the statutory limits. In case of any class of employees not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance as will protect him against any claims resulting from injuries to and each of workmen engaged in the work under this contract in the amount of \$500,000 bodily injury per person.

In locations where this contract requires the Contractor to perform work on property owned by any railroad company, the Contractor shall not commence work until he has contracted the insurance required by the railroad company.

**Comprehensive Automobile Insurance:** The contractor shall maintain automobile public liability insurance in the amounts of:

- a. \$500,000 Bodily Injury Per Person
- b. \$1,000,000 Bodily Injury Per Occurrence
- c. \$500,000 Property Damage Per Occurrence
- d. \$1,000,000 combined single limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.
- e. \$1,500,000 combined single limit coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

**Comprehensive General Liability Coverage:** The Comprehensive General Liability policy shall include coverage for premises and operations, contractor's protective liability, broad form property damage, and personal liability, in the amounts listed below. Where the hazard exists the Contractor shall purchase and maintain insurance to protect against claims to explosive, collapse or underground damage.

- a. \$1,000,000 Bodily Injury Per Person
- b. \$1,000,000 Bodily Injury Aggregate Limit
- c. \$ 500,000 Property Damage Per Occurrence
- d. \$1,000,000 Property Damage Aggregate Limit

**Umbrella Coverage** of \$1,000,000 when required.

**Umbrella or Excess of Loss Coverage:** If the limits specified in Comprehensive Automobile Insurance, Workmen's Compensation General Liability are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive General Liability coverage is acceptable. Umbrella coverage is subject to the City's approval as to form and amount of self-insured retention.

**Builder's Risk:** The Builder's Risk Insurance is required and shall be purchased and maintained until substantial completion of the project.

The policy shall be written in an amount equal to 100 percent of the total sum of all contracts. The

policy shall be a completed value all risk Builder's Risk (if purchased by the General Contractor) or Installation Floater (if purchased by other than the General Contractor) policy and shall cover all work (including that of all Contractors) in the course of construction including temporary structures and materials used in the construction process stored on or within 100 feet of the construction site and while awaiting installation.

Coverage shall include but not be limited to:

- a. Fire and extended coverage (lightning, wind storm, hail, explosion, riot, civil commotion, aircraft vehicle, smoke, vandalism and malicious mischief).

Coverage shall not extend to:

- a. Tools and equipment of Contractors, subcontractors and the Construction Manager.
- b. Property owned by employees of any of the foregoing.
- c. Vehicles of any kind.
- d. Trees and shrubs.
- e. Drawings and specifications.

The City of Springfield, the construction Manager and all Contractors and subcontractors shall be named as insured as their interest may appear.

A deductible clause not to exceed \$1,000 per loss may be included. The party purchasing the Builder's Risk Insurance shall be responsible for apportioning the amount of losses within the deductible or portion not insurable among the insured Contractors.

The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to completion or acceptance of the project by the City.

All commitments shall comply with Section 1, Paragraph 13 "A, B, C, & D" of this booklet with regards to insurance on this contract.

The prompt repair or reconstruction of the work as a result of any insured loss or damage shall be the contractor's responsibility and shall be accomplished at no additional cost to the City or the Construction Manager. The Contractor shall furnish the proper assistance in the adjustment and settlement of any loss. Loss will be adjustable with and payable to the party purchasing the Builder's Risk Insurance who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of his interest. The policy shall contain a provision that the policy will not be canceled, changed or altered until at least 30 days prior written notice has been given to the named insured.

Certificates of Insurance: Within 15 business days after receipt of the Notice of Award, each Contractor shall file with the City a Certificate of Insurance on the City's or Insurance Service Organization's (ISO) Form, showing complete coverage of all insurance requirements signed by the insurance companies or their authorized agents. Builder's Risk Insurance requires submittal of policy. However, a binder in proper form will be accepted pending issuance of a policy within a 60-day period.

Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City or any of its officers or employees in either their official or personal capacities, from

and against claims, damages losses, and expenses, including but not limited to, attorneys fees arising out of or resulting from performance of the work, provided that such claim is attributable to bodily injury, sickness, disease, or death, or to the injury or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or emissions of the Contractor, a subcontractor, anyone employed by them or anyone for whose acts they may be liable, regardless or whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or identity which would otherwise exists as to a party or person described herein.

In the event of any injury (including death), loss, damage, or claim therefor, the Contractor shall give prompt notice to the City.

#### **COORDINATION, SUPERVISION AND INSPECTION:**

A Construction Manager or designated representative will be appointed by the Purchaser with the right to see that the work is performed in conformance with these specifications. The Construction Manager shall have the right to suspend the work if it does not conform. He shall have the authority to permit deviation without a written order. The presence or absence of a Construction Manger for the Purchaser shall not relieve work according to the specifications.

The Contractor shall at all times have a competent foreman or superintendent on the job that meets with the approval of the Purchaser. He shall not be changed without the consent of the Purchaser unless he ceases to be in the employ of the Contractor. If the Contractor has more than one superintendent or foreman on the job, he shall designate which persons have the authority to represent the Contractor in his absence. Foreman and general foremen shall be appointed by the Contractor with the consent of the Purchaser.

#### **LABOR:**

The Contractor shall give preference to local labor where possible and when engaging subcontractors shall give preference to local Contractors as long as it does not work a hardship on the Contractor.

The Contractor agrees to hold the Purchaser harmless from any or all losses or damages arising out of jurisdictional disputes or other labor troubles of any kind that may occur during the construction or performance of this contract.

The City reserves the right to terminate this contract should jurisdictional labor disputes arise which the contractor is unable to resolve in a reasonable amount of time.

Attention of the bidders is called to the Federal, County, State and Municipal laws, regulations, and ordinances in reference to labor, materials, equipment, specifications, proposals, contracts and other matters pertaining to relations between the City and the Contractor.

#### **PERFORMANCE AND PAYMENT BOND**

The successful Contractor shall furnish to the City a contract performance bond in the amount of \$100,000.00 guaranteeing the faithful performance of the Contract, the payment of all bills and obligations, including wages. This bond shall be executed through a company licensed and qualified to operate in the State of Illinois and shall be approved by the City. The bond shall be signed by an agent resident in Springfield, Illinois.

If, during the continuance of this Contract, the surety on the bond shall become irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the City within ten (10) days after notice to do so. All payments of money due the Contractor will be withheld until such compliance is made.

#### **WORKING REGULATIONS:**

Regular working hours shall be from 7 am to 11am and 11:30 am to 3:30pm, Monday through Friday. Overtime work charged to the City must have the approval of the City's Construction Manager.

The Contractor shall obtain his own headquarters for men and equipment. Contractor shall be responsible for the City-owned materials that it has requisitioned. Location of the headquarters shall be acceptable to the City and in reasonable proximity to the jobs to be done.

Material (not tools or working equipment) will be supplied by the City's warehouses. The City shall reserve the right to have the Contractor call for materials at the warehouse or supply materials on the job site or both, which ever seems best to the Purchaser from cost or efficiency stand point. The Contractor shall dispose of any materials removed only as directed by the City.

All working rules shall be in compliance with the current agreement between the American Line Builders Chapter, NECA, and Local Union No. 193, IBEW, covering utility outside power work and electrical underground construction.

Work on lines of 15KV or less will be done with lines energized when the lines cannot be taken out of service.

#### **PROTECTION OF WORK, MATERIALS, PERSONS AND PROPERTY:**

The Contractor shall continuously maintain adequate protection of all his work from damages and shall protect the City's property and materials from injury or loss during the performance of this contract.

At the end of each day's work the Contractor shall leave the work site in such a manner that materials are protected from theft and damage and no hazards are present that could cause an injury to persons or property.

The Contractor shall take all necessary precautions for the safety of his employees and shall comply with all applicable provisions of Federal, State and Municipal safety laws. He shall see that all work is so performed as to prevent accidents or injury to person on, about or adjacent to the premises where work is being performed.

When crossing or working along public thoroughfares, he shall at all times have adequate flagmen, sign,

barricades, and other protective devices to protect his own employees, as well as the general public.

The Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage and in the event that any such paralleled, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of construction, the Contractor shall at its own expense, restore any and all damaged property immediately to as good a state as before such damage occurred.

Where construction or travel is required over developed areas, the Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to property. The contractor shall be responsible for loss or damage to property and the Contractor shall at its own expense restore property to as good a state as before damage occurred.

Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site as rapidly as practicable as the work progresses.

**WORKMANSHIP:**

The Contractor shall provide proper tools and equipment to do the work herein described, as well as provide the services of competent workmen, mechanics, tradesmen and all other employees necessary. Such employees shall be willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects, refuses or fails to perform his work in a satisfactory manner in the opinion of the City shall upon request of the City be promptly discharged from his job and shall not be re-employed except with the consent of the City. All employees of the Contractor must have a valid driver's license.

**UNSATISFACTORY WORK:**

All work that is unsatisfactory in the judgement of the Construction Manager shall be redone properly at no additional expense to the City. Should the Contractor fail or refuse to do this, the city may withhold payment or may terminate the contract as herein provided.

**CITY'S RIGHT TO DO OWN WORK OR TERMINATE CONTRACT:**

The City reserves the right to perform various activities with its own forces and to let other contracts in connection with this contract.

Whenever work being done by other Contractors, is contiguous to Contractor's work, the work of each of the various interests involved will be scheduled as agreed in coordination conferences to secure completion of the various portions of the project in general harmony.

Should the Contractor fail to perform his work properly according to these specifications, or fail to maintain the insurance herein provided for, or fails to comply with any of the provisions of this contract, the City may give the Contractor ten (10) days written notice of such default, and been remedied, the City may terminate this contract. During such ten (10) day period, the City may or may not suspend the work being done by the Contractor.

When sufficient cause exists to justify such action, the City may terminate the employment of the Contractor after ten (10) days written notice. Sufficient causes for termination shall be as follows: bankruptcy or insolvency by the Contractor, failure to supply enough properly skilled workmen and equipment to do the job, failure to pay insurance premiums herein required, persistent disregard for laws, ordinances, or instructions from the City's Engineer, disregard or refusal to comply with any substantial provision of this contract, including work that is unsatisfactory in the judgment of the Engineer.

During construction, should any accidents or failures to material or equipment in the Contractor's charge occur after normal working hours requiring immediate repair, the City will attempt to notify Contractor. If Contractor cannot immediately respond, the City shall have the right to make any temporary repairs required and bill Contractor for City material and equipment.

**GUARANTEE:**

For a period of one year after the date of acceptance of the work covered under this contract the Contractor shall guarantee such work against any defects due to poor workmanship. The Contractor at his own expense shall remedy these defects during such one year period and make good any damage to other work or property resulting there from. This clause shall not limit the Contractor's liability as set by any laws applicable there to. This shall include seeding, sodding, and settling of trenches and roadways.

**PAYMENTS AND RELEASE OF LIABILITY:**

On or about the first day of each month, the Contractor may submit to City an itemized application for partial payment. Upon verification of the Contractor's progress, the value of the work done, and acceptance of the Contractor's application for partial payment by the City's representative, the invoice will be processed for payment.

No bidder may withdraw his bid for a period of sixty (60) days from the date of the opening of bids.

# **SECTION III**

## **PROPOSAL FORM AND BID SHEET**

# **REQUIRED FORMS**

**From this point  
forward all forms  
must be  
submitted with  
Bid Proposal**

**Unless otherwise stated in Section II of this document, only return Section III of this Bid Booklet. If you have any additional questions, please call the Office of the Purchasing Agent, (217) 789-2191 or submit your questions directly in the City of Springfield Vendor Bids Portal here:**

<https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx#Opportunities>



**CITY OF SPRINGFIELD  
OFFICE OF BUDGET AND MANAGEMENT  
PURCHASING DEPARTMENT  
300 S. SEVENTH STREET  
ROOM # 200 MCW  
SPRINGFIELD, ILLINOIS 62701-1681**

**PUBLIC WORKS**

Contact: Office of the Purchasing Agent  
Telephone: 217-789-2191

Date: **October 17, 2023**  
Fax: 217-789-2207

Contract Index No: **UE24-10-69**  
Contract Name: **Electric Construction Labor**  
Pre Bid Meeting: **N/A**  
Bid Security: **N/A**

**Due Date: 2:00 P.M. Central Time USA Thursday, November 16, 2023**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

**Name of Vendor:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-Mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

### SECTION III

#### PROPOSAL FORM AND BID SHEET

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.
2. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for \_\_\_\_\_ years and respectfully invites your attention to the following products and/or services:

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3. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section IV of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

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(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

---

*Signature of Bidder*

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

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*Signature of Bidder*

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

---

*Signature of Bidder*

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 22(c) of the Instructions to Bidders.

---

*Signature of Bidder*

8. In order to receive the Preference for Domestic Products, the bidder must certify by placing his/her signature in the space provided below that the products being offered conform to the definition of "Domestic Product" described in paragraph 22(d) of the Instructions to the Bidders.

---

*Signature of Bidder*

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by affixing their signature to the statement below that applies to this bid. If the contractor certifies to either (a) or (b) below the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as

Attachment A. If the contractor certifies to (c) below, the contractor is required to attach an approved M/FBE Participation Waiver Request found in Attachment C.

- (a) The undersigned bidder will award no subcontracts in the performance of this contract.

---

*Signature of Bidder*

- (b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A.

---

*Signature of Bidder*

- (c) The undersigned bidder will award subcontracts in the performance of this contract but has received no proposals from interested MBE/FBE businesses in response to the bidder's advertisement prior to submitting this bid. (Submit Attachment C)

---

*Signature of Bidder*

10. In order to receive the preference for local bidders described in paragraph 22(e) of the Instructions to Bidders, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at a location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

---

*Signature of Bidder*

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training

---

*Signature of Bidder*

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Relations Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

---

*Signature of Bidder*

- 13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

---

*Signature of Bidder*

- 13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto

---

*Signature of Bidder*

14. Pursuant to Section 38.47(a) (4) of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

---

*Signature of Bidder*

**PRICE PAGE FOR**  
**ELECTRIC CONSTRUCTION LABOR**

The undersigned Bidder proposes to furnish all labor, equipment, and services to satisfactorily perform the above referenced contract for the consideration stated hereinafter as follows:

**Bidders shall submit separate rate sheets for each separate type of work they provide.**

- ☐ Transmission and Distribution (Overhead and Underground)
- ☐ Substation
- ☐ Traffic Systems
- ☐ Highway Lighting
- ☐ Communications Systems (Radio, Cellular, Fiber Optic; Overhead and Underground)
- ☐ Inside Electrical

The Bidder proposes that subject to the terms and conditions of these specifications, work to be done for the City on a man-hour and equipment hour basis will be at the hourly rates listed below. These rates shall include all employee benefits and labor overheads.

All labor rates shall be quoted firm thru December 31, 2025.

| Labor Classification                    | Straight Time | Overtime 1.5X | Double Time 2X |
|-----------------------------------------|---------------|---------------|----------------|
| General Foreman Lineman                 | \$            | \$            | \$             |
| General Foreman (Other)                 | \$            | \$            | \$             |
| Foreman Lineman                         | \$            | \$            | \$             |
| Foreman (Other)                         | \$            | \$            | \$             |
| Journeyman Lineman                      | \$            | \$            | \$             |
| Journeyman (Other)                      | \$            | \$            | \$             |
| Substation Technician                   | \$            | \$            | \$             |
| Apprentice - 1st Period                 | \$            | \$            | \$             |
| Apprentice - 2nd Period                 | \$            | \$            | \$             |
| Apprentice - 3rd Period                 | \$            | \$            | \$             |
| Apprentice - 4th Period                 | \$            | \$            | \$             |
| Apprentice - 5th Period                 | \$            | \$            | \$             |
| Apprentice - 6th Period                 | \$            | \$            | \$             |
| Apprentice - 7th Period                 | \$            | \$            | \$             |
| Groundman - Equipment Operator, Class I | \$            | \$            | \$             |
| Groundman - Truck Driver                | \$            | \$            | \$             |
| Groundman, Class A                      | \$            | \$            | \$             |
| Safety Professional                     | \$            | \$            | \$             |



## EQUIPMENT

All equipment rates shall be quoted firm thru December 31, 2025.

| Equipment Description                                     | Hourly Rate |
|-----------------------------------------------------------|-------------|
| Backhoe: Rubber Tire with Front Bucket                    | \$          |
| Bobcat/Skid Steer w/Tracks: T550 or Equivalent            | \$          |
| Bobcat/Skid Steer Attachment: Pole Puller                 | \$          |
| Bobcat/Skid Steer Attachment: Forks                       | \$          |
| Boring Machine: Mole-Air Driven with Compressor and Hoses | \$          |
| Boring Machine: 10 x 15 with Trailer and Mix System       | \$          |
| Boring Machine: 16 x 20 with Trailer and Mix System       | \$          |
| Boring Machine: 24 x 40 with Trailer and Mix System       | \$          |
| Bucket Truck: to 56'                                      | \$          |
| Bucket Truck: to 65'                                      | \$          |
| Bucket Truck: to 85'                                      | \$          |
| Bucket Truck: to 100' - All Wheel Drive                   | \$          |
| Compressor - up to 185 CFM                                | \$          |
| Concrete Saw: Gas Engine with Blades                      | \$          |
| Crane: 8 Ton                                              | \$          |
| Crane: 10 Ton                                             | \$          |
| Crawler: D4 or Equivalent                                 | \$          |
| Crawler: D8 or Equivalent                                 | \$          |
| Crawler w/Bucket: 55'                                     | \$          |
| Crawler w/Digger Derrick: DM47                            | \$          |
| Digger Derrick: 42' Sheave Ht.                            | \$          |
| Digger Derrick: 47' Sheave Ht.                            | \$          |
| Digger Derrick: Up to 65' Sheave Ht.                      | \$          |
| Dump Truck Single Axle 5CY                                | \$          |
| Easement Pole Setter (Backyard Machine)                   | \$          |
| Electric welder - 200 - 400 amp                           | \$          |
| Generator: Gas 1-5 KW                                     | \$          |
| Hydro Excavator: Up to 800 gal. w/Boom                    | \$          |
| Jack Hammer: Air Driven with Hoses                        | \$          |
| Pipe Bender: PVC up to 5"                                 | \$          |
| Pipe Bender: up to 5" Rigid                               | \$          |
| Pipe Bender: 555                                          | \$          |
| Road Tractor (Semi Tractor)                               | \$          |
| Rope Puller: 1 drum, 10,000 lbs                           | \$          |
| Rope Puller: 1 drum, 4,000 lbs                            | \$          |
| Rope Puller: 2 drum, 4,000 lbs                            | \$          |
| Rope Puller: 4 drum, 4,000 lbs                            | \$          |

| <b>Equipment Description</b>                       | <b>Hourly Rate</b> |
|----------------------------------------------------|--------------------|
| Rope Puller: 4 drum, 4,000 lbs, 22,000' Rope       | \$                 |
| Stringing Equip: Bull Wheel Tensioner – Single –   | \$                 |
| Tamp: Gas Powered Sled                             | \$                 |
| Tamp: Gas Powered Jumping Jack                     | \$                 |
| Threader: Conduit, up to 5"                        | \$                 |
| Trailer: 1 Reel, w/Brakes                          | \$                 |
| Trailer: 3 Reel, w/Brakes                          | \$                 |
| Trailer: 4 Reel, w/Brakes                          | \$                 |
| Trailer: Cargo Enclosed                            | \$                 |
| Trailer: Flatbed - 16'                             | \$                 |
| Trailer: Office Enclosed                           | \$                 |
| Trailer: Oil Handling Filter and Pump              | \$                 |
| Trailer: Oil Handling Filter and Vacuum Pump       | \$                 |
| Trailer: Pole - 5th Wheel - 48' to 80' Extendable  | \$                 |
| Trailer: Pole                                      | \$                 |
| Trailer: Pole Large 40'                            | \$                 |
| Trailer: Utility / Material                        | \$                 |
| Truck: Crew                                        | \$                 |
| Truck: Dump, 5 Cubic Yard                          | \$                 |
| Truck: Dump, 10 Cubic Yard                         | \$                 |
| Truck: Knuckle Boom                                | \$                 |
| Truck: Oil Handling Filter and Pump                | \$                 |
| Truck: Oil Handling Filter and Vacuum Pump         | \$                 |
| Truck: Pickup                                      | \$                 |
| Trencher: Crawler Style up to 4' Deep              | \$                 |
| Trencher: Rubber Tire up to 4' Deep                | \$                 |
| Trencher: Walk Behind up to 4' Deep                | \$                 |
| Trencher: Plow up to 4' Deep                       | \$                 |
| Trencher: Plow up to 2' Deep                       | \$                 |
| Water Pump - Gas Engine, 1 ½" or 2" with Hose      | \$                 |
| Welder: Heli-Arc Welding Unit - Mig or Tig Process | \$                 |



**ATTACHMENT A**  
**SUBCONTRACTOR UTILIZATION STATEMENT**

**Section I** (select all that apply)

- ☐ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ No subcontractors will be utilized on this project

**Section II**

Prime Contractor \_\_\_\_\_

Project \_\_\_\_\_

Total Contract Value: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Ownership Status: MBE ☐ FBE ☐ Non-MBE/FBE ☐

**Section III**

**Selected Subcontractors**

| Subcontractor Name | MBE,FBE or Non M/FBE | Amount | % of Total Contract | Scope of Work |
|--------------------|----------------------|--------|---------------------|---------------|
|                    |                      |        |                     |               |
|                    |                      |        |                     |               |
|                    |                      |        |                     |               |
|                    |                      |        |                     |               |
|                    |                      |        |                     |               |
|                    |                      |        |                     |               |
|                    |                      |        |                     |               |
| <b>TOTALS</b>      |                      |        |                     |               |

*\* If more than seven firms are utilized, please copy the form and attach the additional information*

**Section IV**

**Subcontractors that submitted bids but were not selected (M/FBE Only)**

| Subcontractor Name | Scope of Work Bid | Denial Reason |
|--------------------|-------------------|---------------|
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*\*If more than seven firms submitted quotes, please copy the form and attach the additional information.*

## **Section V**

### **Subcontractors Contacted (M/FBE Only)**

| <b>Subcontractor Name</b> | <b>Method of Contact</b> | <b>Contact Outcome</b> |
|---------------------------|--------------------------|------------------------|
|                           |                          |                        |
|                           |                          |                        |
|                           |                          |                        |
|                           |                          |                        |
|                           |                          |                        |
|                           |                          |                        |
|                           |                          |                        |

*\*If more than seven firms submitted quotes, please copy the form and attach the additional information*

## **Section VI**

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

**This form must be completed and submitted with bid.** *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

*The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.*

Signature of Prime Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

### **FOR OFFICE USE ONLY**

☐ Approved

☐ Disapproved

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**

**CITY OF SPRINGFIELD, ILLINOIS**

**“CERTIFICATE OF PUBLICATION” SUGGESTION OF ADVERTISEMENT  
NOTICE TO MINORITY AND FEMALE OWNED BUSINESSES**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Name of Company) (Address of Company) (Telephone)

is seeking qualified minority and female owned businesses for the City of Springfield

\_\_\_\_\_ Project for subcontracting opportunities in the  
(Project Name)

Following areas: \_\_\_\_\_,

\_\_\_\_\_ All interested and qualified minority and female owned

Businesses should contact, **IN WRITING**, (Certified Letter, Return Receipt Requested),

\_\_\_\_\_ All negotiations must be completed by \_\_\_\_\_  
(Company's Contact Person) (Time and Date)

**NOTE:** The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by minority and female owned businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusive.

**ATTACHMENT C**

**M/FBE PARTICIPATION WAIVER REQUEST**

**Prime Contractor:** \_\_\_\_\_

**Project:** \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

**(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST  
BE SUBMITTED WHERE INDICATED.)**

1. No qualified M/FBEs responded to our invitation to bid. ☐
2. Describe good faith efforts (attach explanation) ☐
3. Describe why waiver is necessary even though ☐  
received qualified M/FBE proposals (attach explanation)

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Company Official

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

(seal)

\_\_\_\_\_  
Notary Public

**FOR OFFICE USE ONLY**

☐ Approved

☐ Disapproved

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**CITY OF SPRINGFIELD, ILLINOIS  
BIDDER CERTIFICATION REGARDING THE USE  
OF MINORITY AND FEMALE OWNED BUSINESSES**

I \_\_\_\_\_ do hereby certify that:  
(Name)

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

(Name) \_\_\_\_\_

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and

did state that he or she was properly authorized by: \_\_\_\_\_  
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

(Notary Seal)

**ATTACHMENT E**  
**CITY OF SPRINGFIELD, ILLINOIS**  
**CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES**

I \_\_\_\_\_ do hereby certify that:  
(Name)

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

☐ Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

☐ Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in \_\_\_\_\_

Number of years in trade of business \_\_\_\_\_

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

A. This firm's eligibility to be certified as a MBE/FBE.

B. Actual work performed on any project and the payment thereof and,

C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.

5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

\_\_\_\_\_  
(Name of Certifying Agency)

**ATTACHMENT E con't**

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

Name \_\_\_\_\_ of \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared

\_\_\_\_\_  
(Name)

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by:

\_\_\_\_\_  
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_  
(Notary Seal)

# **SECTION IV**

## **SAMPLE CONTRACT EXECUTION PAGES**

**TO BE COMPLETED ONLY UPON AWARD OF CONTRACT**

|                                                      |
|------------------------------------------------------|
| <b>SECTION IV</b><br><b>CONTRACT EXECUTION PAGES</b> |
|------------------------------------------------------|

**AGREEMENT** made this \_\_\_\_\_ by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and \_\_\_\_\_ hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: \_\_\_\_\_ in accordance with the proposal of the contractor and the "Instructions to Bidders and General Conditions, Specifications and Drawings," and other provisions set forth in the Contract Documents heretofore prepared therefore, which are hereby referenced and made a part of this contract.
2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Proposal Form and Bid Sheet" signed by the Contractor and dated \_\_\_\_\_ subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.
3. This agreement shall embrace and include all of the Contract Documents which are as follows:

Section I - Notice, Instructions to Bidders and General Conditions  
Contract Index No. **UE24-10-69**  
Dated: **October 17, 2023**

Section II- Specifications and Drawings  
Contract Index No. **UE24-10-69**  
Dated: **October 17, 2023**

Section III - Proposal Form and Bid Sheet - (Signed by Contractor)  
Contract Index No. **UE24-10-69**  
Dated:

Section IV- This Agreement  
Contract Index No. **UE24-10-69**  
Dated:

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.
5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

**THIS AGREEMENT** executed, in triplicate, the day and year first written above.

**ATTEST:** \_\_\_\_\_  
City Clerk

**PURCHASER: CITY OF SPRINGFIELD, ILLINOIS**

**BY:** \_\_\_\_\_  
**MAYOR or Director of OBM**  
Approved for legal sufficiency: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Secretary

**CONTRACTOR:** \_\_\_\_\_  
(Name of Business)

**BY:** \_\_\_\_\_  
(Name and Title)

**(Acknowledgment by Corporate Contractors)**

**STATE OF** \_\_\_\_\_ )  
 ) SS  
**COUNTY OF** \_\_\_\_\_ )

I \_\_\_\_\_, a notary public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ (name and title) and, Secretary of a corporation, personally known to me to be the same persons and such officers, respectively, or said company, whose names are subscribed to the foregoing contract, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Individual Contractor or Partnership)**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, do here certify that (name and title) and \_\_\_\_\_, Secretary of personally known to me to be the same persons and such officers, respectively, of said company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*

**STATE OF ILLINOIS**

**COUNTY OF SANGAMON**

I, \_\_\_\_\_, a Notary Public in and for Sangamon County in the State of Illinois, do hereby certify that **MISTY BUSCHER, MAYOR, and FRANK J. LESKO, CITY CLERK**, of the City of Springfield, Illinois, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing contract appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to due authority conferred by the Council of said City.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public