



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, March 7, 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.

NON-ELECTRONIC BIDS

If submitting a non-electronic bid, please submit **1** Original(s) with _____ copy(ies) of your bid/proposal documents. Bid/proposal to be received **no later than 02:00 p.m.. on March 7, 2024** to:

City of Springfield
Central Purchasing
Attn: Mike Lesko
300 S. 7th 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 CV24-02-92***

A Mandatory Pre-Bid Meeting will be held on [Click or tap to enter a date.](#) 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 CV02-92***

A Non-Mandatory Pre-Bid Meeting will be held on [Click or tap to enter a date.](#) 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 CV24-02-92***

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. 7th 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)

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)

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.

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

INSURANCE REQUIREMENT

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, February 27, 2024 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 2nd 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 2nd 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. 7th Street, Room 200
Springfield, IL 62701
Phone: (217)789-2191
Email: 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

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: February 6, 2024
Contract Index No. #: CV24-02-92
Contract Name: Maid-Rite Paving
Pre-Bid Meeting:
Bid Security:
Bid Opening Date: March 7, 2024

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.: CV24-02-92
Contract Name: Maid-Rite Paving**

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

2:00 P.M. Central Time USA: Thursday, March 7, 2024

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 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 Ordinance 348-08-23
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)

INSURANCE

- A. Contractor shall purchase and maintain, at his expense, insurance of such types and in such amounts as are specified herein to protect Contractor, and the City of Springfield from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by Contractor or any subcontractor or for whose acts Contractor or any subcontractor may be legally liable.
- B. Such insurance shall cover claims for damage because of bodily injury or death to Contractor's employees including claims brought under:
 - 1. Workmen's Compensation laws.
 - 2. Disability Benefit laws.
 - 3. Occupational Sickness or Disease laws.Other similar employee benefit laws.
- C. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease, or death of any person or persons other than Contractor's employees, and claims arising out of destruction of property including loss of use thereof.
- D. Contractor shall also purchase and maintain, at his expense, all property insurance of such types and in such amounts as are specified herein to protect Contractor and the City of Springfield from loss arising from performance of this Contract.
- E. Failure of Contractor to maintain proper insurance coverage will not relieve him of any contractual responsibility or obligation.
- F. If part of the Work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance of the same type and with the same limits as the Contractor is required to carry hereunder which will protect the subcontractor, Contractor and the City of Springfield against all applicable hazards or risks of loss designated herein.
- G. Any payment of an insured loss under policies of property insurance, including but not limited to the insurance required by this section shall be made payable to the City of Springfield as Trustee for the insured as their interest may appear. The City of Springfield, as Trustee, shall have the power to adjust, settle, and make payments of other restrictions thereon, unless one of the parties in interest objects in writing to the City of Springfield within five (5) days after the occurrence of

such loss to the City of Springfield's exercise of this power. In the event of such objection, arbitrators shall be chosen.

- H. The Contractor hereby waives all rights against the City of Springfield for damages arising out of an insured loss under policies of property insurance, including but not limited to builders risk insurance, and installation floaters. Contractor shall require all subcontractors to provide a similar waiver in favor of Contractor and the City of Springfield.
- I. The Contractor shall provide the City of Springfield a copy of the policy or a certificate of insurance in a form satisfactory to the City of Springfield. Such policy or certificate shall provide that thirty (30) days Written Notice be given to the other party prior to any material change or cancellation of the insurance. No work shall be commenced under this Contract until all such policies and certificates have been so provided.

5.0 FORMS AND LIMITS OF COVERAGE REQUIRED

A. Worker's Compensation and Employer's Liability Insurance

- 1. Contractor, at his sole expense, shall comply with all requirements of the Worker's Compensation laws of the States in which work is performed hereunder and shall furnish evidence of such compliance to the City of Springfield. Contractor, at his sole expense, agrees to carry Employer's Liability Insurance covering all operations and work hereunder. All insurance purchased pursuant to this paragraph shall include an "All States" endorsement.
- 2. The limits of all insurance purchased pursuant to this paragraph shall be not less than:
 - a. Workmen's Compensation - Statutory
 - b. Employer's Liability - \$1,000,000 each person.

B. Comprehensive Automobile Insurance

- 1. Contractor, at his sole expense, agrees to carry Comprehensive Automobile Insurance covering all vehicles owned, hired, or non-owned, licensed or not licensed, used in the operations and work hereunder.
- 2. The limits of this insurance shall be not less than:
 - a. Bodily Injury -- \$1,000,000 each persons \$1,000,000 each occurrence

b. Property Damage -- \$1,000,000 each occurrence

3. The City of Springfield shall be Named Additional Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

C. Comprehensive General Liability Insurance

1. Contractor, at his sole expense, agrees to carry Comprehensive General Liability Insurance covering all operations and work hereunder whether performed by Contractor, subcontractor, or any agent, servant, worker, or employee of Contractor or subcontractor or any other person, firm, or corporation for whose acts Contractor or subcontractor may be liable.
2. This insurance shall include Contractual Liability coverage and shall specifically refer to this Contract and shall specifically cover the liability assumed hereunder by Contractor.
3. The Property Damage Liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings or other personal property, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.
4. This insurance shall include Independent Contractors Protective Liability coverage.
5. This policy shall include Personal Injury Liability insurance.
6. The limits of this insurance shall be not less than the following:
 - a. Bodily Injury -- \$1,000,000 each occurrence
 - b. Property Damage -- \$1,000,000 each occurrence, \$1,000,000 each aggregate.
7. The City of Springfield shall be Named Additional Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

- D. At the option of Contractor, the coverage's and minimum limits as required in paragraphs 5.A, 5.B and 5.C above may be furnished by use of an "Umbrella Liability Insurance Policy".

Maid-Rite Restaurant - Route 66

Resurfacing the Parking Area

Intent:

This request is intended to establish a quote with a qualified vendor to resurface the driveway and parking area of Made-Rite restaurant, a Route 66 attraction. This project will be executed using funding from a State of Illinois Route 66 Grant (as awarded). Applicable grant procedures must be followed during the duration of the project. The Springfield Convention & Visitors Bureau (SCVB) will assist with following grant guidelines.

Project: Resurfacing the north parking area of the historic Maid-Rite restaurant located at 118 N. Pasfield St. Springfield, Illinois 62702 (see exhibit).

Specifications (Using IDOT Standard Specifications):

Area approximately 5,300 square feet. Contractor responsible for measuring.
Cold mill removal of existing asphalt w/ depth 2.5" or 3" per option selected
Repair and compact remaining rock base materials
New asphalt paving w/ depth 2.5" or 3" per option selected.

Project details:

- Base Bid – 3" asphalt remove and repave
- Alternate – 2.5" asphalt remove and repave

Notes:

- No work may be performed during restaurant operating hours. *10AM-3PM M-F and 11AM-2PM Sat*
- No concrete construction included.
- Pavement markings (striping) required using state-certified pavement marking paint. Repeat existing marking plan in exhibit 1.
- Remove and replace existing parking blocks as needed and when finished.
- Lump sum price.

Priority:

- The Springfield CVB will give additional consideration to a contractor submitting optional lump sum price using fiber reinforcement as outlined in attachment 1.0.

Schedule:

Project must be completed no later than June 30, 2024 unless otherwise negotiated.

Guarantee:

Pricing must be valid for 30 days or more. All work must be guaranteed to be installed as specified and fully insured. All work is to be completed in a professional manner according to standard practices of the industry as weather permits. Contractor is responsible for securing all permits and including all costs in the final pricing.

- 1) The paving process will be directly coordinated through the Springfield CVB under the direction of Director Scott Dahl.
- 2) The SCVB is responsible for approving the final project.
- 3) Billing must have PO# on it and be directed to the attention of Krista Grant at the SCVB:
Springfield convention & Visitors Bureau
109 North Seventh Street
Springfield, IL 62701
- 4) All charges. **MUST** be included in the bid including permitting.
- 5) The SCVB is Tax Exempt.
- 6) Any changes to the above specs must be approved by the SCVB prior to completion of the job or they will not be accepted.

Attachment One

HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50 (WITH FIBER); HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (WITH FIBER)

Fractionated Reclaimed Asphalt Pavement will be allowed for use in this project, in accordance with Section 1031 of the Standard Specifications, except that PG58-28 is specified for all pavements, unless otherwise approved in writing by the Engineer.

Fractionated RAP is preferred in this contract over virgin mix. If the contractor chooses to place virgin mix, traffic control and rolling patterns shall change as needed to accommodate the curing differences between materials. Notice shall be given to the engineer at least 24 hours in advance of any such proposed change in materials.

Leveling Binder (Machine Method) shall be laid at a variable thickness unless otherwise noted on the typical section.

The compaction of all bituminous mixtures shall be made with a series of up to three rollers, at the direction of the engineer.

The contractor shall be responsible for the removal of Bituminous Materials that overlap drainage structures and to prevent Bituminous Materials from getting into drainage structures.

FIBER REINFORCEMENT FOR HOT-MIX ASPHALT

Submit copies of manufacturer's literature for fibers including:

1. Product data
2. Brochures
3. Written instructions to suppliers
4. Written instructions to installers
5. Material Safety Data Sheets (MSDS).

Submit copies of a certificate prepared by asphalt material supplier, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

Fiber manufacturer to provide technical assistance from design through construction for use of fiber reinforcement.

Manufacturer: FORTA Corporation 100 FORTA Drive Grove City, PA 16127. Phone: (800) 245-0306, Web: <http://www.fortacorp.com>, www.forta-fi.com

Materials

- A. FORTA-FI® (HMA, WMA, PAT) fiber reinforcement with virgin polyolefins and virgin aramids.
- B. Fiber Reinforcement: FORTA-FI® fibers with the following typical physical properties:
 1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
 2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
 3. Maximum Length: 0.75 inch

4. Match fiber blend of materials to application installation types:
 - i. Hot Mix Asphalt is designated blend HMA,
 - ii. Warm Mix Asphalt is designated blend WMA, and
 - iii. Patching is designated blend PAT.

Batching and Mixing

Coordinate fiber loading with batching process. Not mixed fibers or fiber balls are extremely unusual and only practically observable and determined after placements in the field. If not mixed fibers are observed, it is primarily due to procedures, process timing including adequate mixing time – how, and when the fibers were added in the mixing operation into the pug mill or into the drum mixer.

- A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.
- B. Add fiber-reinforcement at 1.0 pound per ton.
- C. Order product for Pug Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.
- D. Order product for Drum Type Mixers and the anticipated production rate of tons per hour (typically seconds per ton, dosage timing) regarding 1-pound per bag of product.
- E. Order fiber reinforcement materials for 1 pound per ton of asphalt materials and allowing for overages, mock-ups, production, and occasional errors based on your experience.

Pug Mill Mixers and Mixing Operations

- A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.
- B. Add complete bags of fibers just before aggregate is discharged into the pug mill mixer.
- C. Immediately before or immediately after the dried aggregate is added to the pug mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.
- D. Add complete bags of fibers at the general nominal batch size agreed to by operations and mixture design specifications.
- E. Do NOT open the bags and add or discharge into the pug mill.
- F. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.
- G. The proper quantity of bitumen (asphalt cement, liquid) is added to the pug mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.
- H. The asphalt batch is accumulated and discharged normally.
- I. The asphalt batch is discharged to a haul vehicle or storage.

Drum Type Mixers and Mixing Operations

- A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.
- B. Add complete bags of fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.
- C. Add fibers after the fines collection to ensure the fibers do not clog filters.
- D. Add fibers before the liquid asphalt addition.
- E. Add complete bags of fibers at the general nominal rate agreed to by operations and mixture design specifications.
- F. Do NOT open the bags at any point in the loading process.
- G. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
- H. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.
- I. The asphalt batch is accumulated and discharged normally.

- J. The asphalt batch is discharged to a haul vehicle or storage.

Placement

- A. Discharge fiber reinforced asphalt cement concrete into locations as directed and in accordance with the project.
- B. Place asphalt cement concrete in accordance with provision of other Sections and with additional instructions as follows.
- C. Avoid over-using long tine rakes or other tools that will align fibers or disrupt the homogeneous, uniform 3-dimensional, fiber dispersion when moving asphalt cement concrete.
- D. Using a lute, “come along”, or a flat tined pitch-fork (potato-fork) may be useful for moving asphalt cement concrete.
- E. Remove any observed fiber balls from mixture if they occur.
- F. Adjust operations regarding any observed fiber balls.

Compaction

No changes in procedure or compaction are required.

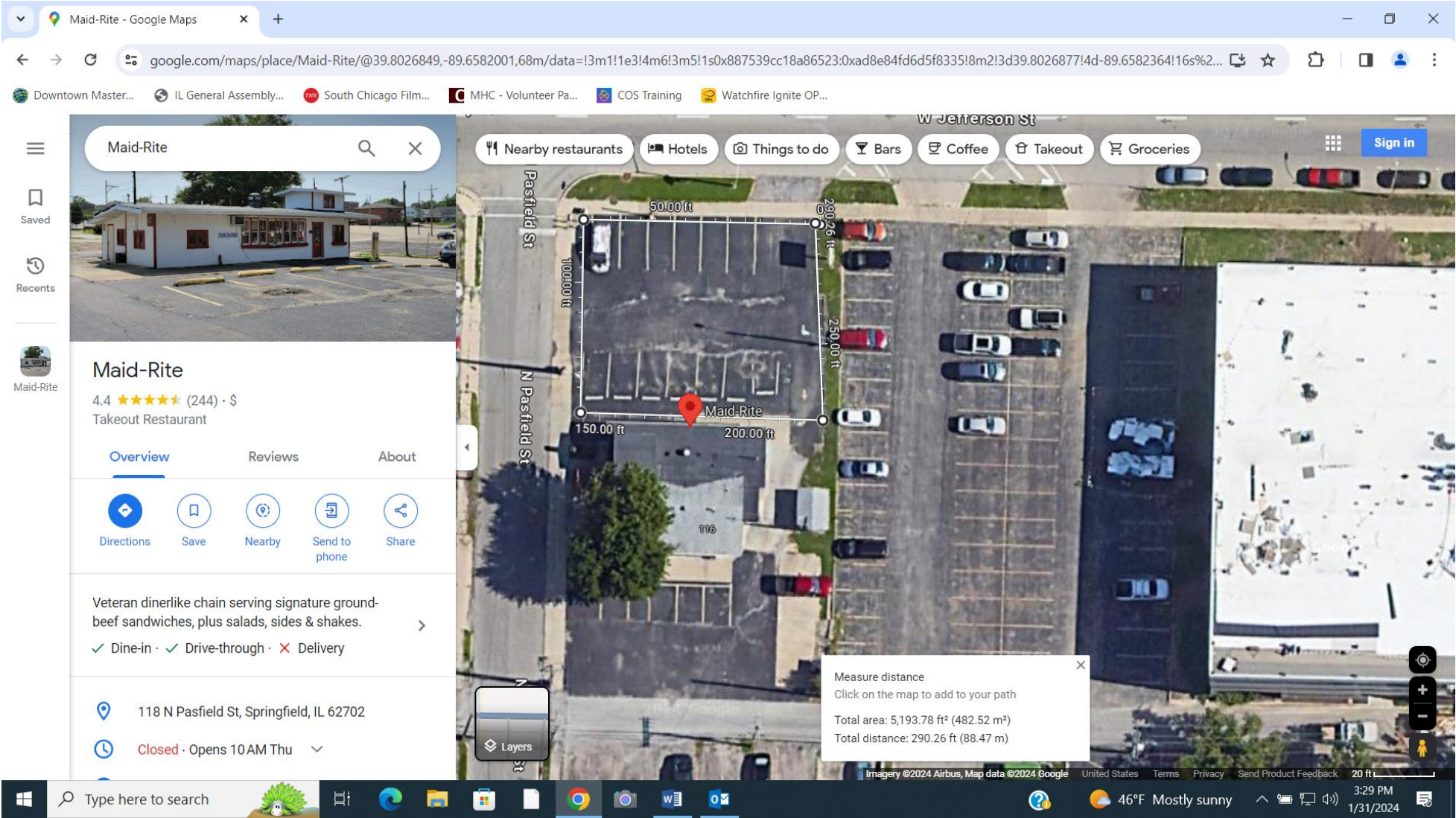
- A. Verify timing for initial and final compaction on more than a visual determination.
- B. Hand Compaction/Finishing: use appropriate tools as required.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall be done in accordance with the applicable portions of Section 440 of the Standard Specifications.

Typically, this work shall consist of removing the existing surface to a nominal depth of 2” or as directed by the Engineer.

Maid-Rite Restaurant Exhibit 1



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: **February 6, 2023**
Fax: 217-789-2207

Contract Index No: **CV24-02-92**
Contract Name: **Maid-Rite Paving**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Due Date: 2:00 P.M. Central Time USA Thursday. March 7, 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:

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:

(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.

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

Maid-Rite Paving

The undersigned bidder proposed to furnish all labor, material, equipment and services to satisfactorily perform the above referenced contract for the consideration hereinafter as follows:

Base Bid:

3" asphalt remove and repave \$ _____

Alternate Bid:

2.5" asphalt remove and repave \$ _____

Optional Lump Sum Price:

Using fiber reinforcement as outlined in attachment 1.0 \$ _____

TOTAL \$ _____

CLARIFICATIONS _____

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
TOTALS				

** 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)

Subcontractor Name	Method of Contact	Contact Outcome

**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

SECTION IV CONTRACT EXECUTION PAGES
--

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: **Maid-Rite Paving** 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. **CV24-02-92**
Dated: **February 6, 2023**

Section II- Specifications and Drawings
Contract Index No. **CV24-02-92**
Dated: **February 6, 2023**

Section III - Proposal Form and Bid Sheet - (Signed by Contractor)
Contract Index No. **CV24-02-92**
Dated: **March 7, 2024**

Section IV- This Agreement
Contract Index No. **CV24-02-92**
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 BUCHER, 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