



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, April 04, 2024 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 0 copy(ies) of your bid/proposal documents.
Bid/proposal to be received **no later than 2:00 p.m. on Thursday, April 04, 2024 to:**

City of Springfield
Central Purchasing
Attn: Purchasing Agent
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 UW25-03-05*****

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

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

NON-MANDATORY PRE-BID MEETING *This section does not apply to UW25-03-05*****

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

BID SECURITY *This section does not apply to UW25-03-05*****

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) *This section does not apply to UW25-03-05*****

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

BID SECURITY (NON - ELECTRONIC) *This section does not apply to UW25-03-05*****

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

TERMS AND CONDITIONS

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

INSURANCE REQUIREMENT

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

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

OR

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

PERFORMANCE AND PAYMENT BONDS

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

QUESTIONS DURING THE BID PROCESS

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

The deadline for questions is **Monday, March 25, 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

MISTY BUSCHER, MAYOR

PUBLIC WORKS
BID BOOKLET AND CONTRACT

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

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

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

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

Date: **March 12, 2024**
Contract Index No. #: **UW25-03-05**
Contract Name: **Water Main Installation 2024**
Pre-Bid Meeting: **N/A**
Bid Security: **N/A**
Bid Opening Date: **Thursday, April 4, 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.: UW25-03-05
Contract Name: Water Main Installation 2024**

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

2:00 P.M. Central Time USA: Thursday, April 4, 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 restated 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 Chapter 38.15. Public works contracts and project labor agreements:

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

Prevailing Wage Act Supplemental Instructions

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

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

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

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

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

SPECIFICATIONS AND DRAWINGS

WATER MAIN INSTALLATION - 2024

GENERAL CONDITIONS

The City of Springfield, acting through the Office of Public Utilities, desires to have some water main work performed. All work shall be bid on a unit price basis.

Unsigned bids or bids received after the hour and date of opening bids, will not be accepted.

Proposals made by a corporation must be signed by its proper officers and its office address therein stated.

It is the intent of these specifications that all work shall conform to the "Standard Specifications for Sewer and Water Main Construction in Illinois", latest edition and American Water Works Association "Standard for Installation of Ductile Iron Water Mains", AWWA Standard C600-10, except where the following specifications shall take precedence. If there is a conflict between the specifications, the Contractor shall request clarification from the Superintendent of Water Engineering (hereafter Engineer). The Engineer's decision will be final.

Portions of the WORK shall be governed by the Standard Specifications for Road and Bridge Construction. Any references to the Standard Specifications for Road and Bridge Construction are to the January 1, 2022 edition adopted by the Illinois Department of Transportation.

It is the intent that payment under the unit price as set forth in the proposal shall include all labor, material and equipment necessary to perform the work as specified. Materials to be provided by the City are specified in the Materials Section of this specification. No additional payment in excess of the bid unit prices will be made for construction of the work specified. The work requires careful excavation around other underground utilities, sanitary and storm sewers or in unfavorable soils. Bid prices should include this contingency.

The City reserves the unrestricted right to increase or decrease the amount of the work on any job under this contract without prior approval of the contractor. Changes in the amount of work may be made by adding or deleting any item or by increasing or decreasing the quantity of an item with the price being adjusted accordingly. The City also reserves the right to accept bids and award separate contracts, independent from this contract, for any specific water main installation job or for additional or changed work without affecting this contract. The minimum main extension is 500', but most projects are 1,000' to 2,000' long.

This contract will be in effect on April 1, 2024 or date of award, whichever is later, and will remain in effect for eighteen (18) months. If it is mutually agreeable with the City and the contractor, this contract may be extended for additional periods of time. The contract covering the additional period shall be extended under the same terms, conditions, specifications, quantities and costs. Before any extension agreement is effective, it must be executed by both the City and the Contractor and approved by the City Council.

EXECUTION OF CONTRACT AND BOND

The bidder to whom the contract is awarded, shall within ten (10) days after receiving notice of such award, execute a contract with the City for the full and complete performance of all work specified therein and shall also execute a performance bond for the faithful performance of such contract, in the sum of twenty-five thousand and no/100 dollars (\$25,000.00), with a surety company or surety companies as bondsmen whose financial standing is satisfactory to the purchaser. The proposal guarantee of the successful bidder will be returned when and if the above conditions have been fulfilled. The performance bond shall continue in force for two (2) years from the date of the completion of the work to cover all guarantees against defective workmanship. The Contractor will remain liable for correcting problems such as roadway settlement due to improper trench backfill compaction or damage to field tile or sewers past the expiration date of the bond.

A secondary Contractor (see "Multiple Award of Contracts" on the next page) will be required to provide a performance bond and certificates of insurance prior to performing work under this contract.

NATURE OF CONTRACT/TIME TO COMMENCE

Work performed under this contract is primarily: (a) performance of underground boring which requires special equipment and expertise, or (b) installation of water main. The work to be performed under this contract may be sporadic in timing and unevenly distributed throughout the year. No minimum amount of work is guaranteed.

The ability to mobilize and commence work is an important part of this contract. The bidder is asked to indicate, on the proposal page, the anticipated time to provide a crew after notice to proceed. The crew would then be expected to work steadily to the completion of the job in a timely manner and without delay.

QUALIFIED CONTRACTORS AND PREQUALIFICATION

It is important that the selected Contractors have adequate equipment and qualified, experienced personnel to properly perform the required work. Experience in installing ductile iron water main and ready access to the needed equipment will be primary considerations. Award of the contract section on boring will be dependent on specialized experience in this area.

Prospective bidders shall submit to the Engineer, prior to, or with the bid document, the information requested in the "Bidders Prequalification Form." These forms may be obtained from the City Water, Light and Power Department – Water Engineering Section. This data will be analyzed to determine if the bidder has the experience and other qualifications required.

The Contractor's qualifications will be judged upon four criteria: (1) experience; (2) ability to supply equipment and personnel to complete projects within acceptable time limits; (3) financial responsibility; and (4) record of previous performance on similar work. The Engineer shall be sole judge as to whether a prospective bidder is qualified.

In the event that a prospective bidder has been qualified within the past five (5) years by the City for water main construction, it will not be necessary to submit qualification forms unless specifically requested to do so by the City. Currently qualified contractors are: Petersburg Plumbing & Excavating; E.L. Pruitt; and J. K. Snyder Company, Inc. All others must complete the prequalification form.

MULTIPLE AWARD OF CONTRACTS

During peak construction periods, multiple crews may be needed. Contracts will be signed with at least two Contractors. When a project needs to be done, the lowest bid, or primary Contractor will usually be notified and assigned that project if a crew is available. It is possible that the secondary or next lowest bidder will have a crew already working in the area and that this could increase efficiency and reduce construction time. **The Engineer will determine how best to provide prompt, efficient response and will assign projects accordingly.**

INTERRUPTION OF SERVICE

Interruption of service to water customers shall be held to a minimum. Any necessary discontinuance of service required to make connections to existing mains will be scheduled at least forty-eight (48) hours in advance and approval obtained from the Engineer. Only City personnel will operate the necessary valves.

PERMITS AND EASEMENTS

All necessary permits and easements for the construction of the water main across private property will be obtained by the City. Permits from the Illinois Division of Highways and from the County Highway Department will be obtained by the City as required, and may require the Contractor to post bond.

****The work shall be constructed by the Contractor in accordance with the provisions of the easements and permits, copies of which may be obtained from the City. The Contractor agrees to comply with the terms and provisions of said easements and permits, and shall post bond required by these easements and permits. The cost of the additional bond or insurance will be reimbursed by the City with no Contractor surcharge added.****

PAYMENT/RETAINAGE

Each job will be paid up to ninety percent (90%) of the total sum for that particular job, and the final retainage will be paid upon approval of the finished work by the Engineer. Clean-up is a part of the work, and retainage will not be paid until clean-up is completed. Clean-up is defined in a later specification paragraph.

MEASUREMENTS

Payment for the work will be on a unit price basis. The unit price bid multiplied by the number of units completed in each particular job will equal the amount payable to the Contractor.

Measurements will be made as follows:

- (a) Bid price per foot of main laid will include the total length of the extension from the end of the existing main to the end of the new work, excluding the length of stubs at intersection and hydrant branches, which will be figured on the actual length laid from center of main.
- (b) Valve and hydrants shall be measured for payment as an installed unit.
- (c) Bid price for earth boring shall be measured from front of the bore pit to the front of the receiving pit. Only the actual length of bore will be paid for.
- (d) Granular backfill and crushed stone will be paid by the ton, with quantities confirmed by weight tickets and calculated areas of approved excavation.
- (e) Exploratory excavation will be paid on a per excavation basis for bores only. Exploratory excavation is defined in the bid specifications.

The Contractor shall, by careful examination, become aware of the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this contract.

No extra pay will be allowed for crossing curbs, sidewalks, sewers, and other utilities. Safe excavation may require exploratory excavation to identify precise location and depth of other existing utilities. This **exploratory excavation** will be considered as incidental work for open cut main installation or when the exploratory excavation is done in non-paved areas. Exploratory excavation, required to safely bore and cross utility lines under pavement will be compensated on a per excavation basis. This unit price will include excavation, material disposal and pavement replacement/repair and shall fully compensate for the work required.

This contract shall not be assigned in whole or in part without the written consent of the City. The contract may be terminated for any or no reason, with any or all contractors, by the City with thirty (30) days written notice.

ADDITIONAL OR CHANGED WORK

The City may order additional work to be done or may alter or deduct from the work and the contract sum shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract and subject to the same inspection and tests as though therein included.

It is possible that the City may elect to have the Contractor perform some work other than main installation, or perform work on a main installation contract by City crews, such as a Boring Installation. Service work of an emergency nature could be required. The Contractor may also be utilized to perform material loading and transport, earth excavation, deep cut pipe installation or other excavation type work for the City's - Water Division.

The Engineer shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purpose of the work. Prior approval is required by the Engineer for any additional or changed scope in work, except in the event of an emergency that is endangering life or property. All extra work or changes shall be done as ordered in writing by the Engineer which order shall state the location, character, amount and method of compensation. No extra work or change shall be made unless in pursuance of such written order by the Engineer and no claim for an addition to the contract sum shall be valid unless so ordered. The adjustment to the contract sum for such extra work or change shall be determined in one or more of the following ways:

- (a) By a lump sum price agreed upon, in writing, prior to starting the additional or changed work.
- (b) By unit prices named in the proposal.
- (c) By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.

Generally, all work that has been bid on a unit price basis will be paid for at the bid unit price. Unusual projects or projects for which there are no bid unit prices will be administered by written agreement as detailed in (a) or (c) above.

"Costs", in method (c) include: (1) labor, which is the number of manhours worked multiplied by the hourly wage rate; (2) materials costs; and (3) costs of major items of equipment. The Contractor shall keep and present in such form as the Engineer may direct, a correct account of the several items of cost, together with vouchers. This definition and requirement applies equally to work done by sub-contractors. The "Costs" shall be as outlined in the "Proposal" and "Unit Price".

**** A WRITTEN AGREEMENT MUST BE SIGNED BY THE
ENGINEER FOR ALL PROJECTS NOT PERFORMED
UNDER BID UNIT PRICES. THE AGREEMENT MUST BE
SIGNED PRIOR TO THE COMMENCEMENT OF THE WORK ****

WORKMANSHIP AND SUPERINTENDENCE

The Contractor shall keep at the jobsite, during its progress, a competent superintendent, foreman or other representative, satisfactory to the Engineer. This representative shall represent the Contractor and all directions given shall be as binding as if given to the Contractor. It will be the duty of the Contractor's representative to see that the work is executed in accordance with the plans and specifications as directed by the Engineer.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING FIELD LOCATES OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.

DELAYS

The Contractor shall not be entitled to any claims for damages for any hindrance or delay or unforeseen difficulties from any cause whatsoever in the progress of this work.

INSURANCE

1. General

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.

ii. This insurance shall include Contractual Liability coverage and shall specifically refer to this Contract and shall specifically cover the liability assumed hereunder by Contractor.

iii. The property damage liability coverage under this policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.

iv. This insurance shall include Independent Contractor Protective Liability coverage.

v. This insurance shall include Products and Completed Operations coverage. Contractor shall continue this coverage in full force and effect for a period of at least one (1) year after the date of the final acceptance of the Work hereunder by the Purchaser.

vi. This policy shall include Personal Injury Liability insurance.

vii. The limits of this insurance shall be not less than the following:

1. Bodily Injury \$1,000,000 each occurrence

2. Property Damage \$1,000,000 each occurrence

\$1,000,000 each aggregate

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

d. Note: Contractor's General Liability, Automobile Fleet, and Transit Insurance Policy will contain no Pollution exclusion. Coverage for cleanup of any spill of a toxic or hazardous substance must be covered by the above named policies or by an endorsement thereto. This insurance shall be on an occurrence basis.

- e. Contractor shall provide, prior to commencement of work, proof of the above coverages. This can be done by submittal of Certificates of Insurance or policy documents at the option of the Purchaser.

**** IT IS CALLED PARTICULARLY TO THE CONTRACTOR'S ATTENTION
THAT ONLY FIRST CLASS WORKMANSHIP WILL BE ACCEPTABLE ****

SUPERVISION AND INSPECTION

All materials used and all work done shall at all times be subject to the inspection, tests and approval of the Engineer or the City's authorized representative. The Contractor shall furnish any information required concerning the nature or source of any material proposed to be used. All condemned work shall be promptly taken out and replaced by satisfactory work and all condemned materials shall be promptly removed from the vicinity of the work.

Re-examination of questioned work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is done in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such cost.

Any defective material or workmanship may be rejected by the Engineer at any time before the final acceptance of the work even though the same may have been previously overlooked and estimated for payment. Any leak or failure of an installed segment within a year of installation shall be repaired by the Contractor at no charge.

HYDROSTATIC TESTING

The "Fastite" and mechanical joint pipe described and to be used on these jobs, when properly made, affect a bottle-tight joint. After the pipe has been laid and backfilled, all newly laid pipe or any valved sections of it shall, unless otherwise expressly specified, be subjected to a hydrostatic pressure of 100 pounds per square inch. The test procedure shall conform to AWWA Standard C600-10.

The pump, pipe connections and all necessary apparatus shall be furnished by the Contractor. The cost of the test shall be considered incidental to the main installation and no additional compensation will be paid. The Engineer may elect to waive or require the testing at his sole discretion.

ROCK CLAUSE

The Contractor, in event of rock excavation, shall be paid a negotiated additional amount to be determined as in "Additional or Changed Work" for such excavation.

The Engineer shall have the authority to determine the quantities of excavated rock. Note Section 20-2.05 of the Standard Specifications for a definition of rock excavation.

MATERIALS

All through these specifications, it will be noted that the City will furnish all pipe material and fittings necessary for construction of the water main and appurtenances with the exception of steel casing used for dry boring and backfill materials. **THE MATERIAL FURNISHED BY THE CITY WILL BE AVAILABLE FROM THE CITY'S STOREROOM AT 11TH AND MASON STREETS DURING REGULAR WORK SHIFTS. NO STOREROOM OVERTIME WILL BE AUTHORIZED TO SUPPLY NON-EMERGENCY MATERIALS.**

The Contractor shall requisition out and be charged for the material so drawn, and a credit will be issued against it for the material installed in the work. The material left over at the job shall also be returned for credit at the time for job clean-up. The worth of the material not so returned shall be deducted from the contract price.

The Contractor's responsibility for material furnished by the City shall begin upon receiving material at 11th and Mason Streets. The Contractor shall examine all material furnished by the City at the time and place of receiving and shall reject all defective material. Any material furnished by the City and found to be defective after it has been accepted by the Contractor shall be replaced by the Contractor, at the Contractor's expense.

The Contractor shall furnish all labor and equipment necessary for loading and transporting all material from 11th and Mason Streets to the job site. The cost of all such handling of material shall be included in the unit price for installing the pipe.

The Contractor shall furnish excavation and lifting machinery, lighting, tools and other items necessary for the proper installation of the water main and appurtenances. No additional compensation will be made for these items. **THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF ITS WORKERS AND FOR COMPLIANCE WITH THE APPLICABLE SAFETY LAWS AND REGULATIONS.**

WARNING SIGNS AND BARRICADES

The Contractor is responsible for maintaining a safe work site that complies with all regulatory and permit requirements. The Contractor is responsible for all warning signs and barricades. These signs must meet all IDOT & City of Springfield, Department of Public Works requirements. The price for barricades and traffic control will be considered incidental to the price of this contract.

TOPSOIL, SEEDING, HYDRO-MULCH & CLEAN-UP

During and upon completion of construction, the Contractor shall, as directed by the

Engineer, immediately and, at its own expense, remove all temporary structures, rubbish and waste materials resulting from its operations. The Contractor will be responsible to return to the project after some settlement has occurred and grade the excavation to finish grade. The project will not be considered complete, and withheld retainage will not be paid, until clean-up is completed.

The seed bed shall be filled with dirt to an elevation to allow for settling. The dirt will be power raked or tilled to loosen the soil in preparation for seed. Prior to seeding, the soil will need to be free of all large rocks or pieces of old sod. Additional topsoil as needed shall be provided by the Contractor. Topsoil shall be placed at a three inch (3") maximum thickness and shall conform to Article 211.02, SSRBC. Any seeded area where the seed bed is not found to be acceptable by the engineer will be reworked and reseeded at no additional cost.

All prepared seed beds shall be seeded in accordance with Section 250 of IDOT Standard Specifications. The seed shall be a mix containing a combination of perennial rye grass and creeping red fescue equaling 65-80%, and 20-35% Kentucky bluegrass. The selected seed mix shall be approved by the Engineer prior to ordering. The seed will be broadcasted by hand or mechanical spreader directly on the soil and then covered by hydro-mulch.

All seeded areas will be hydro-mulched in accordance with Section 251 method 3 of the IDOT Standard Specifications. Special care will be taken to contain the hydro-mulch to the seed bed and off of sidewalks, roadways and or anything else near the seeded area. Other IDOT seeding methods may be used if approved prior to application by the Engineer.

Payment for Topsoil, Seeding and Hydro-Mulch will be paid at the contract unit price per square yard. This work also includes the disposal of the surplus excavated material which is replaced by top soil and to match existing final grade.

EXCAVATION AND BEDDING

Trenches shall be dug so that the pipe can be laid to the alignment and depth required, and it shall be excavated only so far in advance of pipe-laying as permitted by the Engineer. No deviations from the prescribed alignment will be permitted except under direction from the Engineer. The trench shall be so braced and drained that the workers may work therein safely and efficiently. It is essential that the discharge of trench dewatering pumps be conducted to natural drainage channels, drains or sewers and silt laden water be filtered properly prior to discharge.

The trench shall be excavated to an elevation four (4) inches below the bottom of the pipe. Upon securing a firm foundation, well-compacted bedding material, four (4) inches in depth below the pipe, shall be placed for the entire width of the trench and length of the pipe. The granular bedding material shall meet IDOT specification for FA-6 (sand) or material approved by the Engineer. The bedding material and installation shall be

included in the unit price for installing the pipe.

In order for the bell section of the pipe to sit properly, cross trenches of sufficient depth and not more than two (2) inches wider than the bell shall be excavated for the bell. This will assure uniform bearing along the length of the pipe.

All pipes shall be laid to the depth shown on the construction drawings and any variation therefrom shall be made only when approved by the Engineer. Water main design assumes normal earth cover of forty-eight inches (48"). The contractor shall notify the Engineer before installing main if the excavation will exceed 6' in depth. The excavated material shall be deposited on the sides of the trenches, with the trenches beyond the reach of slides.

The Contractor will be responsible to properly dispose of any excess excavated material, including any dump fees, etc. All OSHA trench safety regulations must be followed. Crew safety is the Contractor's responsibility.

If other underground services are encountered such as sewer, gas, field tile, water, telephone, power, etc. the Contractor will be required to protect, support or otherwise sustain service of those utilities at its expense. If damage is done to them, the Contractor shall be liable for their repair. The Contractor will be responsible to obtain JULIE "LOCATES" for the work area.

**** NO EXTRA PAY WILL BE ALLOWED FOR EXTRA WORK OR MATERIAL REQUIRED DUE TO ENCOUNTERING THESE UNDERGROUND FACILITIES ****

Ditches shall be adequately protected with lighted barricades and traffic control signs and the Contractor shall save the City harmless from any liability which may arise from said excavation.

PIPE LAYING AND HAUNCHING

Proper implements, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. All pipe, fittings, valves and hydrants shall be carefully lowered into the trench, piece by piece, by means of a derrick, ropes or other suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coating and linings.

All pipe will be furnished by the City and will be: mechanical joint, push-on joint or a restrained joint. Mechanical and restrained joints must be carefully inspected to see that all bolts and nuts are tight and that the joint is properly assembled.

Permissible deflection at a joint shall not exceed that recommended by the manufacturers. Some fittings may require bolted joint restraint. The cost of such installation shall be incidental to pipe laying. If a leak is found to be the result of an over

deflected or improperly assembled joint, the contractor will be responsible for the cost to excavate the main and making the repair.

Granular material meeting IDOT specifications for FA-6 (sand) or material approved by the Engineer shall be placed and compacted by shovel-slicing under the pipe haunch to provide adequate side support to the water main pipe while avoiding both vertical and horizontal movement. The remainder of the haunching material can then be placed to the spring line of the pipe and compacted. The haunching material and installation shall be included in the unit price for installing the pipe.

Every precaution shall be taken to prevent foreign materials from entering the pipe while it is being placed on the line. If the pipe-laying crew cannot put the pipe into the trench and in place without getting earth into it, the Engineer may require that before lowering the pipe into the trench, a heavy, tightly woven canvas bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe.

At times when the pipe laying is not in progress, the open ends of pipe shall be closed by a water tight plug or other means approved by the Engineer. This provision shall apply during the noon hour as well as over night. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

POLYETHYLENE ENCASEMENT

If the Engineer decides that it is desirable to install polyethylene encasement for corrosion protection, that work will be done in accordance with AWWA Standard C105-10. The polywrap and tape will be provided by the City and the Contractor will install it in accordance with AWWA Standard C105-10 without tears, holes or other damage. Proper installation practices are essential. Work will be paid on a unit price basis as bid. All road crossings will be polywrapped.

STERILIZATION OF MAINS

The Contractor must constantly bear in mind that these pipe lines are to be used to convey water for drinking purposes. All debris shall be removed from the pipe before laying and during the noon hour and at the end of the day a water-tight plug or bulk-head, approved by the Engineer, shall be used to seal the pipe against possible contamination.

As the pipe laying progresses, the Contractor shall deposit pittchlor, furnished by the City, in the pipe. This will be the only acceptable disinfecting agent. Disinfection shall be accomplished in accordance with AWWA Standard C651-05.

The Contractor will be back charged for the cost of re-sterilization of mains which have not been installed in accordance with the cleanliness precautions outlined in this contract.

City personnel will perform the sampling and testing procedures. The Contractor will be required to assist, as needed.

SETTING VALVES

Valves shall be located as shown on plans, or as directed by the Engineer.

A valve box shall be installed over each valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve, with the box cover flush with the surface of the finished pavement or such other level as may be specified or directed by the Engineer. Cast iron valve boxes will be furnished by the City.

HYDRANT INSTALLATION

Hydrants shall rest on a concrete block for support. Similar block will be used to brace against horizontal movement at the hydrant elbow and the tee where the hydrant is connected to the distribution main. At least six (6) cubic feet of clean gravel (not CA-6 crushed stone) shall be placed beneath and around the base and extending twelve inches (12") above the drain opening. Plastic sheeting will be placed over the gravel as directed by the Engineer. Hydrant barrels shall be set plumb and with the marked ground line at provided grade. Earth/backfill material shall be cleaned off of the hydrant bonnet, nozzles and bolts after installation is complete.

The Contractor shall include the following in the unit price for hydrant installation:

- (1) Installation of the hydrant including the auxiliary control valve and any fittings.
- (2) Installing the support concrete blocks and reaction thrust blocking.
- (3) Placing the gravel and plastic sheeting as directed.
- (4) The excavation and backfill.
- (5) Set hydrant so that nozzles face in the direction as specified by the Engineer.

The installation of the pipe between the valve and the distribution main will be covered under the unit price for main installation. The City will provide the material including concrete blocks and gravel at the City's Warehouse. The Contractor will pick up the needed items with the remainder of the pipeline materials.

BACKFILLING

Backfilling of the trench from the spring line of the pipe to twelve (12) inches above the pipe, shall be accomplished with compacted selected loose dry backfill as soon as possible after the jointing has been completed. The remainder of the trench shall be backfilled by rolling the excavated material down the backfilled slope of the ditch.

When a trench is to be covered with any manner of pavement, the trench shall be

backfilled with approved granular material from the spring line of the pipe to the base of the pavement. This backfill shall be placed in six inch (6") layers and compacted by tamping. The Contractor will be responsible for subsequent pavement settlement. Payment shall be as for granular backfill.

Where trenches are not to be covered with pavement, the Contractor may backfill with the excavated material from the spring line of the pipe and above, provided that such materials consist of loam, clay, sand, gravel or other acceptable materials. If excavated materials are deemed unsatisfactory for backfill by the Engineer, the Contractor shall furnish the required amount of sand, gravel or other approved material and payment therefore will be made at respective unit contract prices.

Backfilling shall not be done in freezing weather except by permission of the Engineer, and it shall not be made with frozen material. No fill shall be made where the material already in the trench is frozen. All sand used for backfill shall meet IDOT specifications for FA-6 or approved material by the Engineer. **Boiler slag or flyash will not be permitted as backfill.**

Crushed stone used in backfill shall be CA-6 meeting IDOT standards. Alternative gradations or materials must be approved by the Engineer.

Granular backfill shall be placed in 6" lifts and mechanically compacted at all locations where future pavement is planned. That will be referenced as Type I granular backfill compaction.

Some locations will require more extensive granular compaction with specific density requirements and testing. The contractor shall provide the specified material and compact it to 95% of standard proctor density and shall be compensated at the unit price bid for Type II granular backfill and compaction. If the backfill does not pass the density test, the contractor shall be responsible to remove and re-compact the area at no additional compensation until the required density is obtained. Density testing is not included as part of the unit price.

When the ditch is in an area of future pavement or other area specified by the Engineer, the Engineer may specify backfill with Controlled Low-Strength Material (CLSM) – "flowable fill" – meeting the requirements Mix #1 or #3 of the IDOT Standard Specifications. The CSLM/ flowable fill will be deposited in the trench in such a manner as to not dislodge the pipe, fittings, valves or joints. It shall be distributed evenly in the trench and allowed to harden. The fill shall not be subject to loading prior to the approval of the Engineer and shall not be subject to freezing temperatures or wet weather within 24 hours of placement.

Where CSLM is specified and used, it will be measured for payment in cubic yards, based on the excavation measurements and the calculated volume. Payment will then be made at the contract price per cubic yard. This will include all items of expense involved in purchasing the material and properly placing and protecting the CSLM.

Surplus or rejected excavated material not used for backfill shall be removed from the site to locations provided by the Contractor. The cost of removal and disposal of surplus material will be paid for on a calculated volume basis if the material is transported off-site. The cost of removal and disposal of surplus or rejected excavated materials will be included in the price bid for installing water mains and no additional payment will be allowed if the material is disposed on-site.

ALLOWABLE REMOVAL OF PAVEMENT

The Contractor may be required to remove pavement and road surfaces as a part of the trench excavation. It may be necessary to remove additional pavement beyond the trench width in order to provide a stable ledge or base for the replacement pavement.

Whenever, in the opinion of the Engineer, existing conditions make it necessary or advisable to remove additional pavement, the Contractor shall remove it as directed by the Engineer. The Contractor shall use such methods as will assure the breaking of the pavement along straight lines. The face of the remaining pavement shall be approximately vertical. All existing pavement and surfaces to be excavated will be saw-cut.

For payment purposes, the width of the pavement removed shall be the specified minimum width of the trench plus twenty-four inches (24"). If the Contractor removes or damages pavement or surfaces beyond the limits specified above, such pavement and surfaces shall be replaced or repaired by the Contractor at its own expense.

THRUST RESTRAINT

All concrete used for poured thrust restraint shall conform to "Standard Specifications for Ready-Mix Concrete" (ASTM Designation; C-94). The Engineer shall have the right to reject any concrete brought on the job which, in his opinion, is not in a satisfactory condition for pouring. Concrete shall be a minimum of 3500 PSI at twenty-eight (28) days. The poured thrustblocking must be properly formed and poured. All work will be included in the unit price bid for concrete thrustblocking per cubic yard.

Restraint Glands (Meg-a-Lug or equal) may be required and provided by the City. Installation shall be incidental to the main installation unit price.

ADDITIONAL EARTH EXCAVATION AND BACKFILL

Payment under this item shall be made for only such excavation and backfill as may be necessary in addition to that necessary to excavate a trench six feet (6') deep.

No additional payment will be made unless additional excavation and backfill shall have been ordered by the Engineer. Payment under this item shall include the disposal of excess materials where necessary. In computing quantities for additional trench

excavation, only that excavation below six feet (6') of trench will be included. For the purpose of computation, additional trench excavation widths for pay purposes shall be the minimum widths specified for the various sizes of water main in the Standard Specifications.

CONNECTIONS/TURNING ON WATER/FLUSHING/BLEEDERS

The City crews will make all live connections between the new work and the existing mains. The Contractor will excavate for all connections to the existing mains, but will not be paid for installation of fittings, valves or pipe installed by City crews.

Valve placement shall be as shown on the drawings unless revised with the approval of the Engineer. City personnel will perform the sampling and the Contractor will assist, as required.

INSTALLATION IN DEVELOPED AREAS

Some of the main installation work will be in subdivisions/developments that are under primary construction. Usually the water main work is done after sewers are installed and the project is to rough ($\pm$ 6") grade.

Some water mains will be installed in already developed subdivisions or downtown with many other existing underground utilities in the work area. If, in the sole judgment of the Engineer, construction will be in an already developed area and construction will therefore be much more difficult, a surcharge will be paid in addition to the unit price for main installation. The surcharge amount will be as bid per lineal foot and will fully compensate the Contractor for all additional work such as removal and replacement of mail boxes, street signs, prompt clean-up, tight working areas, multiple utility conflicts, etc. This developed area surcharge does not apply for boring work.

CASING INSTALLATION

The IEPA/IDPH water main and sewer separation requirements are sometimes met by the installation of casing around the water main. The casings will generally be installed below the sewers by the sewer contractor and installed over the sewers by the water main contractor under this contract. Installation of casing will require: careful excavation, placement of casing at set alignment and grade; careful placement and compaction of backfill material; insertion of water main and sealing the end of the casing around the water main.

It is frequently necessary to install water main through existing casing. Pipe installation through existing casing will require: careful excavation of both ends of the casing, placement of main through the casing, including incidental cutting of pipe sections, carefully joining pipe and avoid gasket, etc. problems and properly and permanently

sealing the ends around the pipe. End caps and casing spacers will be provided by the City if they are required. All work to be paid at the unit price for pipe installation in casing.

CASING MATERIALS

All casing pipe utilized for dry bore with casing shall be **provided by the Contractor and included in the unit price for dry bore with casing pipe**. This casing shall be steel with specified minimum yield strength of at least 35,000 psi. The ASTM or API specification and grade for the pipe are to be shown on the pipe data sheet. Joints between the sections of steel casing pipe shall be fully welded around the complete circumference of the pipe. 12" steel casing shall have a minimum wall thickness of 0.250 inches, 14", 16" & 18" steel casing shall have a minimum wall thickness of 0.3125 inches, 24" steel casing pipe shall have a minimum wall thickness of 0.4375 inches unless otherwise approved by Engineer.

Casing pipe utilized under the Main Installation Section C of the contract shall be provided by the City for open cut applications.

BORING

An important part of this contract involves boring under existing pavements, etc. Two methods of boring are utilized. **Auger Boring and Jacking** involves installing a horizontally drilled encased (steel casing) bore hole, from a work shaft to a receiving shaft underground to a specified line and grade. Bore length is generally twenty feet (20') to one hundred feet more or less (100'±). Steel casing joints shall be welded in accordance with AWWA Standard C-206. **Horizontal Directional Drilling (HDD)** is a steerable system for installing pipes using a drilling machine, which is normally located on the surface of the ground. The HDD equipment drills a pilot bore hole through the soils in a shallow arc, exiting the soils at a pre-determined arc and location. The pilot hole is stabilized by filling it with a bentonite based fluid. The pilot hole is enlarged by pulling back a reaming tool and the water main is then pulled or pushed in place. The finished installation has the ductile iron pipe under the pavement with the earth compressed around it. No voids are allowed next to the pipe. Bid prices for both methods of bore are requested. Bores will be done in accordance with plans and specifications from the CWLP Engineering Department and the requirements of permits and/or easements.

Payment shall be made for all **Auger Boring and Jacking** installation by this contract on the unit price basis per linear foot in the proposal. This cost shall include all labor, equipment, materials, overhead, profit and support equipment. Locating or exposing other underground utilities shall be incidental to the unit price for boring except as covered under the exploratory excavation portion of the specifications. Measurement for payment shall be actual bored length, rather than casing installed, as determined by the Engineer.

Payment for **Horizontal Directional Drilling (HDD)** shall be by unit price basis per lineal foot in the proposal. Quantity shall be pipe bored from front of receiving pit to front of bore pit.

Excavation of the bore pit and receiving pit will generally be done by the Contractor. The Engineer shall specify where the spoil pile shall be made. The cost should be included in the unit prices for boring work. Excavations in pavement may be done by the City (at the option of the Engineer) or done by the Contractor and paid for as pavement removal. The Contractor may be required to dispose of the excavated material off-site. If required by the Engineering, this will be paid as Surplus Material Disposal.

NOTE: ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE “STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS”, LATEST EDITION AND AWWA STANDARD C600-10 “STANDARD FOR INSTALLATION OF DUCTILE IRON WATER MAINS”. EACH BIDDER SHALL FAMILIARIZE THEMSELVES WITH THESE DOCUMENTS.

Most bores will have pipe depths of seven feet (7') or less cover over the top of pipe. Some may be deeper due to obstructions or other utility installations, etc. A bid price will be received for a deep bore surcharge per bore if more than (7') of cover is required over the pipe and will include all sheeting, shoring, safety considerations, etc. as incidental. The Engineer must approve all bores deeper than 5' prior to the start of the bore.

MOBILIZATION

A mobilization fee may be charged for bores less than 40' long. This fee is to compensate for the travel, site preparation and all other expenses to prepare to do the bore. It will be paid in addition to the unit price for the bore and will be the only additional compensation for a short bore.

BIDDING INFORMATION

The purpose of this contract is to provide for a Contractor(s) to perform specialized work requiring special equipment, specifically dry boring and to authorize a Contractor to install water main in periods of emergency and/or heavy workloads. No minimum amount of work is guaranteed and the bid quantities are for bid comparison purposes only. Individual main extension projects will be at least 500' long and typical jobs are between 1,000' and 2,000' long. The contract will be awarded by low evaluated responsible bid per section.

Bidders are invited to submit bids under the conditions herein set forth. They are welcome at the bid letting to be held as advertised.

The City Council shall be the Judge of Acceptability of Bids and may reject any bids which it deems unsuitable or not in the best interest of the Office of Public Utilities.

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

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

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

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: **March 12, 2024**
Fax: 217-789-2207

Contract Index No: **UW25-03-05**
Contract Name: **Water Main Installation 2024**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Due Date: 2:00 P.M. Central Time USA Thursday, April 4, 2024

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
WATER MAIN INSTALLATION

The undersigned bidder proposes to furnish all labor, material as specified, equipment and services to satisfactorily perform the above-referenced contract for the consideration stated hereinafter as follows. The unit prices below shall include all labor, equipment, incidental materials, tools, overhead and profit for completed work as specified below. The contract will be awarded on the basis of the lowest costs per bid section.

SECTION A – AUGER BORING AND JACKING (steel casing provided by Contractor)

(No substitutions for installation methods)

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1. Auger Boring and Jacking - 12" Casing Installed	160 Lf.	\$	\$
2. Auger Boring and Jacking - 14" to 16" Casing Installed	160 Lf.	\$	\$
3. Auger Boring and Jacking - 18" to 24" Casing Installed	160 Lf.	\$	\$
4. Install 4" – 8" Pipe in Casing	160 Lf.	\$	\$
5. Install 10" – 12" Pipe in Casing	160 Lf.	\$	\$
6. Deep Bore (> 7') Surcharge	3 Ea.	\$	\$
7. Surplus Material Disposal	100 Cu. Yds.	\$	\$
8. Pavement Removal	50 Sq. Yds.	\$	\$
9. Exploratory Excavation	3 Ea.	\$	\$
10. Mobilization (Bores < 40')	3 Ea.	\$	\$
TOTAL FOR SECTION "A":		\$	

SECTION B – HORIZONTAL DIRECTIONAL DRILLING (HDD)

(No substitutions for installation methods)

1. HDD 4" - 6" Ductile Iron Pipe	700 Lf.	\$	\$
2. HDD 8" - 10" Ductile Iron Pipe	500 Lf.	\$	\$
3. HDD 12" Ductile Iron Pipe	100 Lf.	\$	\$
4. Install Polyethylene Encasement	900 Lf.	\$	\$
5. Deep Bore (> 7') Surcharge	5 Ea.	\$	\$
6. Surplus Material Disposal	200 Cu. Yds.	\$	\$
7. Pavement Removal	100 Sq. Yds.	\$	\$
8. Exploratory Excavation	5 Ea.	\$	\$
9. Mobilization (Bores < 40')	5 Ea.	\$	\$
TOTAL FOR SECTION "B":		\$	

SECTION C – MAIN INSTALLATION

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1. Install 16" to 24" Ductile Iron Main (Includes sand bedding & haunching)	1,000 Lf.	\$	\$
2. Install 12" Ductile Iron Main (Includes sand bedding & haunching)	2,000 Lf.	\$	\$
3. Install 10" Ductile Iron Main (Includes sand bedding & haunching)	3,000 Lf.	\$	\$
4. Install 6" Ductile Iron Main (Includes sand bedding & haunching)	6,000 Lf.	\$	\$
5. Install Polyethylene Encasement	12,000 Lf.	\$	\$
6. Developed Area Surcharge	6,000 Lf.	\$	\$

7.	Install 16" to 24" Valves	1 Ea.	\$	\$
8.	Install 12" Gate Valves	6 Ea.	\$	\$
9.	Install 10" Gate Valves	15 Ea.	\$	\$
10.	Install 6" Gate Valves	30 Ea.	\$	\$
11.	Install Fire Hydrants and Accessory Valve	50 Ea.	\$	\$
12.	Install 16" or smaller casing at 6' or less cover (casing provided by CWLP)	400 Lf.	\$	\$
13.	Install 16" or smaller casing at greater than 6' of cover (casing provided by CWLP)	400 Lf.	\$	\$
14.	Install greater than 16" casing at 6' or less cover (casing provided by CWLP)	100 Lf.	\$	\$
15.	Install greater than 16" casing at more than 6' of cover (casing provided by CWLP)	100 Lf.	\$	\$
16.	Granular Backfill & Compaction Type I (FA-6)	3,000 Tn.	\$	\$
17.	Granular Backfill & Compaction Type II (FA-6)	1,000 Tn.	\$	\$
18.	Flowable Fill (CLSM)	100 Cy.	\$	\$
19.	Additional Earth Excavation	200 Cy.	\$	\$
20.	Surplus Material Disposal	200 Cy.	\$	\$
21.	Crushed Stone (CA-6)	200 Tn.	\$	\$
22.	Pavement Removal	2,000 Sy.	\$	\$
23.	Concrete Thrustblocking	15 Cy	\$	\$

24. Topsoil, Seeding and Hydro-Mulch 2,000 Sy \$ \$

TOTAL FOR SECTION “C”: \$

TOTAL FOR SECTIONS “A” “B” AND “C”: \$

If there is a discrepancy between the unit prices and the totals, the unit price will prevail. The City reserves the right to review all bids and to make the award based on the best interests of the City.

City Water, Light and Power will determine the quantity, size and number of labor and equipment required on Emergency Service Work.

Any work that has been bid on a unit price basis will be paid for at the unit price. Any additional work, changed work or other work not itemized on the unit price work list shall be paid for as described in these specifications under "Additional or Changed Work."

Authorization for additional or changed work must be in writing from the Superintendent of Water Engineering. All work will be done at the unit prices unless this authorization is obtained prior to commencement of the work.

The City reserves the right to divide this contract at its sole discretion. The contract will be awarded by section of work category based on unit prices.

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware the actual quantities may vary over or under those shown.

Estimated time to commence work after notice to proceed: calendar days.

Any exceptions to the specifications or bidders comments, should be listed below:

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: _____ 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. **UW25-03-05**
Dated: **March 12, 2024**

Section II- Specifications and Drawings
Contract Index No. **UW25-03-05**
Dated: **March 12, 2024**

Section III - Proposal Form and Bid Sheet - (Signed by Contractor)
Contract Index No. **UW25-03-05**
Dated:

Section IV- This Agreement
Contract Index No.
Dated:

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

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

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

ATTEST: _____
City Clerk

PURCHASER: CITY OF SPRINGFIELD, ILLINOIS

BY: _____
MAYOR or Director of OBM
Approved for legal sufficiency: _____

ATTEST: _____
Secretary

CONTRACTOR: _____
(Name of Business)

BY: _____
(Name and Title)

(Acknowledgment by Corporate Contractors)

STATE OF _____)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

(Acknowledgment by Individual Contractor or Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS

COUNTY OF SANGAMON

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

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public