

CITY OF MOUNT VERNON

Mt. Vernon Downtown Park

CONTRACT DOCUMENTS

February 16, 2024

MAYOR:
CITY MANAGER:
COUNCIL MEMBERS:

John Lewis
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CITY OF MOUNT VERNON
Mt. Vernon Downtown Park
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INVITATION FOR BIDS
FOR THE CITY OF MT. VERNON, ILLINOIS
MT. VERNON DOWNTOWN PARK
LOCATED AT 909 BROADWAY STREET
JANUARY 26, 2024

Sealed bids will be received by the City of Mt. Vernon at 1100 Main Street, Mt. Vernon, Illinois 62864 until 10:00 a.m. local time on 13th March 2024. Bids will be publicly opened and read aloud at that time, for all construction, labor and materials, included in the drawings & specifications listed below. Bidders must secure their information as to the condition of the site and all local conditions affecting the work prior to submitting their proposals. Bids should be delivered to the Clerk's Office and labeled "Downtown Park Project".

Bidders may review the site at any point prior to bid date and time. Acknowledgement that the bidder has inspected the site must accompany the bid. Bidders are notified that the price bid must include everything as described in the drawings & specifications. No extra of any kind will be allowed unless ordered in writing by the Owner.

The Construction Contract for this project is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, being Section 820 ILCS 130/1-12 Illinois Compiled Statutes, commonly referred to as The Prevailing Wage Act. The Prevailing Wage rates to be paid to laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Mt. Vernon to be the same rates as determined by the Department of Labor for the State of Illinois for Jefferson County as of June 2017, was approved in Ordinance 2017 – 25 by the City of Mt. Vernon, Illinois.

Any contract awarded under this Invitation for Bids will require the following; bid bond for 5% of the bid amount, certificate of insurance, performance and payment bonds in the amount of 100% of the contract price.

All bidders are required to provide five references for similar work in scope and size of a municipal park or public space. The contract will be awarded to the lowest responsive, responsible bidder.

Specifications may be obtained at the following locations:

Mt. Vernon City Hall, 1100 Main Street, Mt. Vernon, IL 62864

Southern Illinois Builders Association, 1468 Green Mount Road, P.O. Box 1390,
O'Fallon, Illinois 62269

Southern Illinois Builders Association, 504 West Jackson, P.O. Box 803, Marion, Illinois
62959

Key Dates:

Pre-Bid Meeting: March 1st 10am CT – online / virtual meeting. Mandatory attendance.

Advertisement for Bids dates: February 21st, 2024 & February 28th, 2024.

Bid Closing March 13th 2024

Legislation at Council: April 1st, 2024

PREVAILING WAGE

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.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 current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <https://protect.checkpoint.com/v2/http://labor.illinois.gov/.YzJ1Om1rc2s6YzpvOmZIYTg1M2NhYTM4MzZiNjlxMDRmNjZjNDBmNGY4OTJlOjY6OWUyNDo5MGRiNTY4ZDMzYTAyY2NlMTMxNDlkZWQ2ZWQ1YzI5MzgzNTQ2NmFhOWVhM2Y1MjhjOWM4N2I3MDMyMjlxODY3OnQ6VA>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

INSTRUCTIONS FOR BIDDERS

BIDS will be received by the CITY OF MOUNT VERNON herein called the "OWNER", at the City Clerk's Office until **10:00 a.m.** on 13th March 2024. The sealed bids will then be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the CITY OF MOUNT VERNON. Each sealed envelope containing a BID must be plainly marked on the outside as BID for "**Downtown Park Project**" and the envelope should bear on the outside the BIDDER's name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID should be enclosed in another envelope addressed to the OWNER at
CITY OF MOUNT VERNON, 1100 Main Street, Mt. Vernon, IL 62864.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. This is a LUMP SUM BID.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Instructions for Bidders

Each bid **must** be accompanied by a BID bond payable to the OWNER for five percent (5%) of the total amount of the BID. A certified check in the amount of 5% the total amount of the BID will be accepted in lieu of a BID bond. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PERFORMANCE BOND has been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND AND CERTIFICATE OF INSURANCE STATING CONTRACTOR COVERAGE LIMITS, CERTIFICATE OF INSURANCE NAMING CITY OF MOUNT VERNON AS AN "ADDITIONAL INSURED" within ten (10) calendar days from the date when "Notice of Award" is delivered to the BIDDER. The "Notice of Award" shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, CERTIFICATE OF INSURANCE STATING CONTRACTOR COVERAGE LIMITS, CERTIFICATE OF INSURANCE NAMING CITY OF MOUNT VERNON AS AN "ADDITIONAL INSURED" and AGREEMENT signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The "Notice to Proceed" shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the "Notice to Proceed" cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the "Notice to Proceed" has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

Instructions for Bidders

The OWNER may make such investigation as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated herein.

A conditional or qualified BID will not be accepted.

The City reserves the right to reject any and/or all bids, and may accept that which is most advantageous to the City of Mt. Vernon.

Payment terms are as allowed under the Prompt Payment Act of the State of Illinois. All payments of contracts are to be 30 days net after acceptance of services or materials by the Department Head unless otherwise stated and previously agreed to by Contractor and CITY OF MOUNT VERNON. All partial payments on contract will require a "Waiver of Lien to Date". Final payment of contract will require submittal of all "Final Waiver of Liens" before final payment is submitted to awarded BIDDER. Notification of any deviation from the 30 day terms is to be approved by the Finance Director and City Manager prior to awarding of the contract.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Questions concerning the Contract Documents should be addressed to Nathan McKenna, Assistant to the City Manager, at City of Mt. Vernon, Mt. Vernon, IL 62864.

GENERAL CONDITIONS

The following, known as the "General Conditions", applies in full and equal force to each and every contract or subcontract and is to be an inclusive part of every such contract.

1-1 TERMINATION OF CONTRACT

In the event that any of the provisions of this contract are violated by the contractor, or by any of his subcontractors, the City, through his authorized representative may serve written notice upon the contractor of his intention to terminate the contract, such notices to contain the reason for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation or delay will cease and satisfactory arrangement of correction be made the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City may take over the work and prosecute the same to completion by contract or by force account and at expense of the contractor and the contractor shall be liable to the City for any costs in excess of the contract amount herein. **Any contractor that has had his contract terminated for any cause shall be disqualified from doing business with CITY OF MOUNT VERNON for a period of five (5) years.**

1-2 CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the contractor neglect to prosecute the work properly or fail to perform any provision of the contract, the City after seven (7) days written notice to the contractor and his surety, if any, may without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the contractor, or at his option may terminate the contract and take possession of all materials, tool and appliances and finish the work by such means as he sees fit; and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expenses exceeds such unpaid balance, the contractor shall pay the difference to the owner.

1-3 ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract without written consent of the City. The request for assignment must be addressed to the City.

1-4 EXCUSABLE DELAYS

The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays due to the following:

- A. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
- B. Causes beyond the control and without the fault or negligence of the Contractor including but not restricted to the following:
 - 1) Acts of God
 - 2) Fires
 - 3) Floods
 - 4) Epidemics
 - 5) Quarantine Restrictions
 - 6) Strikes
 - 7) Freight embargoes and weather conditions of unusual severity.

It is the responsibility of the Contractor to notify the City's Representative in writing of any such delays or abatement of five (5) consecutive days. Upon receipt of such notifications, the City's Representative will evaluate the cause and extent of delay. If upon the basis of the facts and the terms of this agreement, the delay is found properly excusable (Acts of God), the City shall extend in writing the time for project completion for a period of time commensurate with the period of the excusable delay.

1-5 PAYMENTS

Payments shall be made as provided on Page A-4 of the "Instructions to Bidders". Any partial payments made will require a "Waiver of Lien to Date". The making and acceptance of the final payment shall constitute a "Final Waiver of Lien" of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, and of all claims by the Contractor, except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, late penalty fees, damage by the Contractor to others not remedied adjusted or failure to make payments properly to agents or for material or labor.

1-6 CLEAN PREMISES

Each Contractor shall endeavor to keep the premises clean and orderly during the course of the work. Immediately at the end of the work, the Contractor shall remove his rubbish, refuse and unused materials from the premises and street, at his cost. Materials and equipment that have been removed and replaced as part of the approved work shall belong to the Contractor, unless otherwise stipulated.

1-7 SUBCONTRACTS

- A.** No proposed subcontractor shall be disapproved except for cause.
- B.** The Contractor shall be as fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C.** The contractor shall cause appropriate provision to be inserted in all subcontractors relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the property rehabilitation work.

1-8 FITTING AND COORDINATION OF THE WORK

The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this contract. He shall provide and guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

1-9 CHANGES IN WORK

- A.** The CITY OF MOUNT VERNON, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Orders, and shall be performed under the applicable conditions of the contract documents.

B. Each Change Order shall include in its final form:

1. A detailed description of the change in the work.
2. The contractor's proposal (if any) or a conformed copy thereof.
3. A definite statement as to the resulting change in the contract price and/or time.
4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the Change Order.

1-10 DISPUTES AND ARBITRATION

A. All disputes arising under this contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the contractor to the owner and the City's authorized representative for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the contractor shall proceed with the work as directed. Any claims not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within (10) days prior to the receipt by the owner and the City's authorized representative of notice thereof.

B. The contractor shall submit in detail his claim and his proof thereof. Each decision by the City's authorized representative will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to his last known address.

C. If the Contractor does not agree with any decision of the City's representative, he shall in no case allow the dispute to delay the work but shall notify the owner and the City's representative promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

D. All claims, disputes and other matters in question arising out of or relating to this contract or the breach thereof, and except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

E. Notice of the demand for arbitration shall be filed in writing with the other party to the contract and with the American Arbitration Association. The demand or the arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicant's statute of limitations.

F. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

G. The contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the City in writing.

1-11 LIABILITY

The contractor shall indemnify and save harmless the owner and his representative from all claims, liabilities, suits or action at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter relating to this contract, including among other things, injury to property and injury to, sickness and death of each and every person or persons whatsoever, including without limitation members of the public and employees of the contractor or any sub-contractor.

1-12 LIABILITY INSURANCE

Each contractor must carry adequate liability insurance, as stated herein, for damages and accidents that may result directly or indirectly from the performance of work as called for in this contract; either to the building or to the general public, or the surrounding property adjoining said premises, or to employees, laborers, mechanics or other persons. The owner may carry tornado and/or fire insurance on the property, but this insurance does not cover damage to or loss of contractor's tools, equipment, or materials stored on the property. The contractor shall hold and indemnify the CITY OF MOUNT VERNON against any and all damages, injury or accidents suffered under the performance of this contract or as a result of the storage of materials on the property.

1-13 LIENS

The final payment shall not be due until the contractor has delivered to the City a complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed.

1-14 SAFETY

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

1-15 SUPERVISION

General Contractor shall directly supervise all structural repairs and provide supervision to oversee that all work is performed to accepted trade practices.

1-16 SUGGESTIONS

The contractor is directed to avoid side agreements with owners and/or owner's agents for additional work or materials over and above the original contract. Such suggestions will be offered directly by the City Manager.

1-17 LABOR - MATERIALS AND WORKMANSHIP

The contractor is to furnish all cartage, labor, equipment, etc., at his expense, which may be necessary to the execution of the contract. All materials used under these specifications shall be new, of same grade, quality dimensions and design as that originally installed unless otherwise specified herein. Materials and/or workmanship failing

to meet these requirements shall be replaced at the contractor's expense. Acceptance of materials and/or workmanship by an authorized representative of the City prior to completion of the contract does not relieve the contractor from his responsibility and obligation to turn over the same in perfect condition at the completion of the work.

All work shall be performed by mechanics skilled in their respective trades in accordance with the best practices of the trade.

1-18 SUBSTITUTION

Before any substitutions of materials are made, the written consent of CITY OF MOUNT VERNON must be obtained.

1-19 CORRECTION OF WORK AND GUARANTEE

The contractor shall guarantee and re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of work.

1-20 TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both.

1-21 WEEKENDS

Requests for weekend work will be considered on a case by case basis and must have prior approval by the City of Mt. Vernon.

1-22 RESPONSIBILITY OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract complete in every respect within the specified time.

1-23 COMMUNICATIONS

A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

B. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate, in writing to the owner or his authorized representative).

Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be).

“EQUAL EMPLOYMENT OPPORTUNITY”

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performing of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- 4) That it will send to each labor organization or representative of workers with which it has, or is, bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

- 7) That it will include verbatim or by reference, the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under Paragraph 7 of the Equal Employment Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts.

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee).

(a) For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or

(b) Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assume.

To All Prospective Bidders

Please note that this contract does have to comply with the prevailing wage requirements of the State and Federal Government. Following are the local ordinance pertaining to the prevailing wage requirement and the prevailing wage rates per the State of Illinois for Jefferson County. A certified payroll must be given to owner upon completion of the project.

ORDINANCE NO. 2017 - 25

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

WHEREAS, the aforesaid Act requires that the City of Mt. Vernon investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers in the locality of said City of Mt. Vernon employed in performing construction of public works for said City of Mt. Vernon;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mt. Vernon, Illinois:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the City of Mt. Vernon is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Jefferson County area as determined by the Department of Labor of the State of Illinois as of June of the current year, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of the City of Mt. Vernon to the extent required by the aforesaid Act.

SECTION 3: The City Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City of Mt. Vernon this determination or any revisions of such prevailing rate of wage.

SECTION 4: The City Clerk shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The City Clerk shall cause a Notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said Notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of this public body and is effective.

PASSED by the City Council of the City of Mt. Vernon, Illinois this 5th day of June, 2017.

APPROVED by the Mayor of the City of Mt. Vernon, Illinois this 5th day of June, 2017.

APPROVED:

Mayor

ATTEST:

City Clerk

CITY OF MT. VERNON
MT. VERNON DOWNTOWN PARK
BID

Proposal of _____(hereinafter called "BIDDER"), to the CITY OF MOUNT VERNON (hereinafter called "Owner"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK AND MATERIALS for the construction, including all material and labor, of MT. VERNON DOWNTOWN PARK strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the bid stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

Signature

Base BID Amount \$ _____

Company _____

Address _____

Phone _____

Representative _____

Authorized Signature _____

Date _____

BID BOND

NOW ALL MEN BY THESE PRESENTS, that we undersigned,
_____ as Principal, and _____ as Surety,
and firmly bound into CITY OF MOUNT VERNON as Owner in the penal sum of _____
_____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2017. The Condition of the
above obligation is such that whereas the Principal has submitted to CITY OF MOUNT
VERNON a certain Bid, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the:

Mt. Vernon Downtown Park

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principals shall execute and deliver a
contract in the Form of Contract attachment hereto (properly completed in
accordance with said BID) and shall furnish a BOND for faithful performance of said
contract, and for the payment of all persons performing labor furnishing materials in
connection therewith, and shall in all other respects perform the agreement created by the
acceptance of said BID, then this obligation shall be void, otherwise the same shall remain
in force and effect; it being expressly understood and agreed that the liability of the Surety
for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

Bid Bond

The Surety, for value received, the hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to conduct business in the state where the project is located.

CONTRACTOR:

By: _____

NAME: _____
(Please Type)

ADDRESS: _____

EMPLOYER I.D. NO: _____

SEAL:

ATTEST:

NAME: _____

(Please Type) _____

NOTICE OF AWARD

TO: I.C. Enterprises, Inc.
P.O. Box 1532
Effingham, IL 62401

PROJECT DESCRIPTION: **Mt. Vernon Downtown Park.** The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 21st 2024 & February 28th 2024.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you and prior to any work being performed at the job site.

If you fail to execute said Agreement and to furnish said BONDS and CERTIFICATES OF INSURANCE within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of 2024

CITY OF MOUNT VERNON
Owner

By _____

Title _____
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

This the ____ day of _____, 2024

By: _____
Signature

Company Name _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024 by and between

the **CITY OF MOUNT VERNON** hereinafter called "OWNER" and _____

hereinafter called "CONTRACTOR" WITNESSETH:

That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the

Mt. Vernon Downtown Park

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 7 calendar days after the date of the NOTICE TO PROCEED and should complete the project within 180 days of the NOTICE TO PROCEED being signed. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. General Conditions
- D. Equal Employment Opportunity

Agreement

- E. Prevailing Wage Requirements
- F. BID
- G. Bid Bond
- H. Notice of Award
- I. Agreement
- J. Performance Bond
- K. Notice to Proceed
- L. Change Order
- M. Technical Specifications
- N. Project Drawings
- O. Addenda

6. CITY OF MOUNT VERNON will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

Agreement

OWNER: CITY OF MOUNT VERNON

BY: _____

NAME: _____

TITLE: City Manager

SEAL:

ATTEST: _____

NAME: _____

TITLE: City Clerk

CONTRACTOR: _____

BY: _____

NAME: _____
(Please Type)

ADDRESS: _____

EMPLOYER ID NO. _____

SEAL:

ATTEST: _____

NAME: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF MOUNT VERNON, 1100 Main Street, Mt. Vernon, IL 62864
(Name & Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the __ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the:

Mt. Vernon Downtown Park

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Performance Bond

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND, and whether referring to the BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the ___ day of _____, 2024.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Address)

Surety

ATTEST:

Witness as to Surety

By _____

(Address)

Attorney-in-Fact
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the State where the Project is located.

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **Mt. Vernon Downtown Park**

OWNER: CITY OF MOUNT VERNON, 1100 Main Street, Mt. Vernon, IL 62864

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification is as follows: _____

Change to CONTRACT PRICE

Original Contract Price: \$ _____

Current Contract Price adjusted by previous Change Order \$ _____

The Contract Price due to this Change Order will be (increased) (decreased)

by: \$ _____.

The new Contract Price including this Change Order will be \$ _____.

Change to CONTRACT TIME

The Contract Time will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____. (date)

Accepted by _____ (Contractor signature)

Ordered by _____ (City Manager)

