

**CITY OF PEORIA
CONTRACT**

#22-22A

This agreement, made and entered into this 20th day of June A.D., 2022 by and between the City of Peoria, a municipal corporation, party of the first part and Tazewell County Asphalt Co, Inc. 23497 Ridge Rd. East Peoria, IL 61611, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the, proposal, and statement of work and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

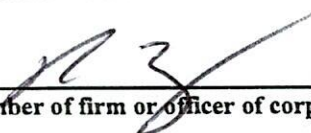
In accordance with the attached materials quotation, Tazewell County Asphalt Co, Inc will provide bituminous mix and other street materials to the City of Peoria.

The contract is set to begin June 20, 2022 and will end June 30, 2023.

THE CITY OF PEORIA

By 
City Manager

TAZEWELL COUNTY ASPHALT

By 
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By 
(Kyle Cratty)

APPROVED LEGAL DEPARTMENT

By 
(Chrissie Kapustka)

APPROVED USING DEPARTMENT

By 
(Rick Powers)

ATTEST CITY CLERK

By 
(Stephanie Tarr)



Legislation Text

File #: 22-187, Version: 1

ACTION REQUESTED:

Communication from the City Manager and Director of Public Works with a Request to APPROVE VENDORS for 2022 STREET MAINTENANCE MATERIALS, to Secure Set Pricing for the Current Maintenance Season Rather than Market Pricing. (All Council Districts)

BACKGROUND: Bids for the 2022 Street Maintenance Materials were received and opened on **April 29, 2022** May 24, 2022. The bids listed on Attachment #1 are recommended for approval. In several cases, contract awards for materials are awarded to more than one firm for the following reasons:

1. The location of the Vendor’s facility is a determining factor, based on job site location, in order to allow for reduced delivery times.
2. Some Vendors do not provide all materials every day. The selection of multiple Vendors provides staff with a supply choice to assure materials are available on any scheduled workday.

Vendor	Cumulative Bids
Sherwin Industries	\$733,065.60
Tazewell County Asphalt	\$180,000.00
United Ready Mix	\$72,630.00
TOTAL	\$985,695.60

FINANCIAL IMPACT: Funding for these expenditures is provided in the 2022 Operations Budget for Public Improvements: Hot Mix Asphalt/Cold Patch Mix #1013020-504408; concrete and flowable fill 1013020-504410

NEIGHBORHOOD CONCERNS: The approval of this request will enhance the citizens’ quality of life by ensuring affordable materials will be available for street maintenance in 2022.

IMPACT IF APPROVED: Necessary street, storm sewer and alley annual maintenance activities will continue.

IMPACT IF DENIED: Materials will not be available (or available at affordable prices) for annual street maintenance, resulting in infrastructure deterioration and would require more extensive repair work later, at additional cost.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER: In Process

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL’S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City

INVITATION FOR BID
Street Materials
#22-22



CITY OF
PEORIA

ISSUED BY
DIVISION OF PURCHASING
CITY OF
PEORIA, ILLINOIS

Sealed Requests for Bids will be received at the office of
The PURCHASING MANAGER
Room 108, City Hall,
419 Fulton Street, Peoria, Illinois until 2:00 P.M.

Tuesday, May 24, 2022
for furnishing the materials, or services
described herein.

PLEASE RETURN ENTIRE
DOCUMENT AS YOUR RESPONSE.

SUBMITTED BY: Tazewell County Asphalt

INSTRUCTIONS TO BIDDERS

ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within sixty (60) calendar days from the bid opening date.

ADDITIONAL COPIES OF SPECIFICATIONS - Proposers may secure additional copies of the RFP documents from the City of Peoria's Purchasing Division website <http://www.peoriagov.org/finance-department/purchasing-division/>.

BID ENVELOPE IDENTIFICATION - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate In the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

MAILING OF PROPOSALS – Three (3) copies of all bid proposals are to be mailed or delivered to the City Purchasing Manager, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

CLOSING TIME - The RFP closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award.

WITHDRAWAL OF PROPOSALS - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

ALTERNATE BIDS - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

DISCOUNTS - Cash discounts for payment within twenty (20) days or more will be considered in the awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid evaluation. Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

SIGNATURES - Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

*By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.***

INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

EQUAL EMPLOYMENT OPPORTUNITY - To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria and/or County of Peoria **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. To obtain or renew a number an Employer Report Form CC-1, and a copy of your company's sexual harassment policy statement (if a first time applicant), and a Fifty dollar (\$50) processing fee must be submitted to the City's Equal Opportunity Manager. The only exception to payment of the processing fee is neighborhood associations. Though the form may be included in the bid package, it can be requested on-line from the City's website <http://www.peoriagov.org/equal-opportunity/equal-opportunity-forms/>. The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Manager
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice**

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the contract.

GOOD FAITH EFFORT REQUIREMENTS (projects exceeding \$50,000)

1. Minority/Women Business Enterprise(M/WBE) Utilization

Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid.

2. Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation

on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

Human Capital Development, LLC
309-692-6400
gabe@humancapitaldev.com
www.humancapitaldev.com

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all bidders even if it is a “no bid”.

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.

CITY’S AGENT- The City Purchasing Manager shall represent and act for the City in all matters pertaining to the bid proposal and contract in conjunction thereto.

PATENTS - The successful bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, “the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102”. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED - We agree to furnish the material or services according to the City’s plans, specifications and conditions and at prices specified hereon.

BID-RIGGING OR BID-ROTATING - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 and 5/33E-4.

DELINQUENT PAYMENT - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the

City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

INSURANCE - The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said bidder shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

CERTIFICATE HOLDER ADDRESS:
CITY OF PEORIA
419 FULTON ST
PEORIA, IL 61602

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental disability which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the city written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors".

The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

Local Purchasing - For purchases of \$10,000.00 or greater, if:

- the lowest bidding local vendor is a responsible bidder; and
- the lower-bidding responsible bidders are not local vendors; and
- the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the CONTRACTOR for performance of this contract; (2) coordinating the efforts of the CONTRACTOR in the consummation or completion of this contract; or (3) monitoring or determining the performance of the CONTRACTOR. The CONTRACTOR further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the CONTRACTOR; (2) disqualification of the CONTRACTOR from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

REFERENCE – All of the contract terms shall be incorporated by reference into any written contract.

CRITICAL DATES:

Selection will be made per the following Schedule:

- Bid Advertised**May 6, 2022**
- Due Date for Proposals at 2:00 p.m..**May 24, 2022**
- City Council Meeting at which Contract is Recommended for Approval **June 14, 2022**
- Notice of Award Sent to Approved Contractor**By June 17, 2022**



Request for Quotations

Date 03/27/20

Municipality CITY OF PEORIA	Company <u>Tazewell County Asphalt Co Inc</u>
County	Representative <u>Brandon Fogler</u>
Township	Address <u>23497 Ridge Rd East Peoria IL 61611</u>
Section <u>City of Peoria Bid # 22-22</u>	Telephone <u>(309) 698-8404</u>

- (1) Quotations will be received in the office of the PURCHASING AGENT, 419 FULTON ST, RM 108, PEORIA 61602 until 2:00 o'clock P M. April 29, 2022, for furnishing materials required the year 2022, and that time publicly opened and read.
- (2) Quotations shall be submitted on the reverse side of this form and enclosed in a sealed envelope endorsed QUOTATIONS.
- (3) The right is reserved by the Local Agency (LA) to reject any or all quotations.

By Order of CITY OF PEORIA

Sie Maroon – Public Works

4/14/22

Name

Date

The effective date of these quotations will be the date of the opening above. These quotations will be placed on file and remain firm until revised by the supplier(s).

The suppliers may revise their quotations by registered letter to the N/A, No changes in price allowed, see Specification at least five (5) days before the end of the month. Quotations may only be revised by this procedure on a monthly basis. Any change received will become effective on the first day of the month following notification.

When quotations are revised by the supplier(s), the LA reserves the right to review other accepted quotations and purchase the materials from an available source that will result in the "lowest on-the-road cost."

The LA reserves the right to readvertise for new or additional quotations if not satisfied with the original or revised quotations on file. The original and revised quotations shall remain in effect unless terminated in writing by the LA to the supplier(s). Purchases will be made only from those suppliers that submitted acceptable quotations at the initial or any subsequent public letting.

It is understood that all material will be tested and approved by the Illinois Department of Transportation. The requirements of the Standard Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

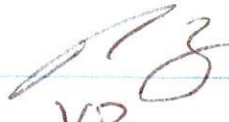
The quantities of materials shown are for information only. They represent the best known estimate of material needed. The actual quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier. Quotations with limits or conditions shall be rejected.

MATERIALS QUOTATIONS

Item	Delivery Point	Approximate Quantity	Unit Price	Amount
1. BITUMINOUS MATERIAL MC 30 LOCATION OF PLANT	FOB PLANT	1200 GAL	NA	
2. BITUMINOUS MIX, COMPLETE ALT. POLYMER MODIFIED MIX LOCATION OF PLANT	FOB PLANT FOB PLANT	2000 TON	\$90.00 NA	\$180,000.00
3. HOT POUR JOINT SEALER	3505 DRIES PEORIA	24,000 LB	NA	

The undersigned agrees to furnish any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

- (1) It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- (2) It is understood that quantities listed are approximate only and that they may be increased or decreased as needed to promptly complete the work at the above unit price quoted.
- (3) Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "MATERIAL QUOTATIONS". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- (4) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Bidder Tazewell County Asphalt Co Inc By 
 Address 23497 Ridge Rd East Peoria IL 61611 Title VP

CITY OF PEORIA
PROPOSAL

The executing of this form certifies understanding and compliance with the total bid package.

PROPOSAL SUBMITTED BY:

Tazewell County Asphalt
Respondent

23495 Ridge Rd
Address

East Peoria
City

IL
State

61611
Zip

309-698-8404
Daytime Telephone #

Brandon Fogler
Contact Person

tcaco@sbcglobal.net
Email Address

Brandon Fogler
Name of Authorized Agent or Officer

VP
Title

[Signature]
Signature of Authorized Agent or Officer

5/9/22
Date