Peoria Public Schools, 3202 N. Wisconsin Avenue, Peoria, Illinois 61603, is seeking bids for STERLING SCHOOL ROUND REMODEL to include removal of equipment and existing roofing, underlayment inspections and repairs, new roof system with all necessary components and re-installation of equipment as needed – and associated work -- all in accordance with the contract documents including specifications. The proposed work will occur at the following location: Sterling School.

INSTRUCTIONS TO VENDORS

OVERVIEW:
Peoria Public Schools serves a student population of approximately 13,500 students – and has 12 primary schools, nine middle schools, three senior high schools, one alternative high school, one magnet school (K-8), one early education center, one gifted school (S-8), one developmental center for profoundly handicapped students and one school for special education. In addition, the District has many special and innovative programs, all aimed at providing the best possible learning opportunities for students.

PROPOSALS:

All PROPOSALS must be submitted on forms marked Exhibit “B” STERLING SCHOOL ROUND REMODEL furnished by Board of Education of Peoria Public Schools (“Board’). Proposals submitted on other forms may be rejected.

Proposals must be signed in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

1. Oral, telephonic, telegraphic, electronic or facsimile transmitted BIDS(s) will not be accepted.
Proposal documents shall be submitted in sealed envelopes clearly marked STERLING SCHOOL ROUND REMODEL, ATTENTION: MICK WILLIS.
Proposal documents received in envelopes not clearly labeled as specified will be rejected if opened before specified proposal opening time.

ADDRESSED TO: Board of Education
Peoria Public Schools
3202 N. Wisconsin Avenue
Peoria, IL 61603
Attn: Mr. Mick Willis, Chief Financial Officer
Due: Thursday, June 8, 2017 at 1:00 P.M., Central Standard Time

(Any time stated is in Central Standard Time zone).

Proposal Deposit Bond:

Any questions/inquiries should be directed in writing to Mr. Mick Willis, Chief Financial Officer, 3202 N. Wisconsin Avenue, Peoria, IL 61603 – or at mick.willis@psd150.org.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond, Certified Check or Bank Draft in an amount equal to and not less than ten percent (10%) of the bid and made payable to Board of Education, Peoria Public Schools, Peoria, Illinois. No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the consent of the Owner. Checks or drafts of unsuccessful Bidders will be returned as soon as practical, after opening and checking the bids. Successful Bidder must provide a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract, acceptable to the Owner.

Vendor acknowledges his or her failure to perform within the intent of the proposal solicitation may disqualify the vendor from Bidding with Peoria Public Schools.

Examination of Specifications:
Each vendor shall acquaint him or herself with the conditions as they exist so that the vendor may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract.

Deadline for Receiving Proposals:
Request for Proposals must be delivered to the Peoria Public Schools by Thursday June 8, 2017 at 1:00 PM. No proposals may be withdrawn for a period of 60 days after the opening date. It is anticipated the Board will be acting on the bid Monday, June 12, 2017. Results of the board’s decision will be posted on the district’s website www.peoriapublicschools.org.
Timeline:
May 25, 2017—Issue Request for Proposal
June 5, 2017 — Optional Pre-Bid Meeting, 10 AM at Sterling School
June 8, 2017—RFP Vendor Submission Deadline to District; Bid Opening in Conference Room 1
June 8, 2017—District/Architect review of bids received; develop recommendation
June 9, 2017—Recommendation submitted to Superintendent for review and approval
June 9, 2017—Recommendation submitted to Board for review
June 12, 2017—Recommendation presented to the Board of Education for approval
June 19, 2017—Vendor to begin contractual work
August 4, 2017—STERLING SCHOOL ROUND REMODEL to be completed.
Instructions to Bidders

1. General
   a. Bid shall be submitted in an envelope properly marked with the title of the bid, and date and time of opening.
   b. Seal and deliver to the District on or before the time scheduled for the opening.
   c. All bids shall be made on the enclosed form, “Exhibit B.”
   d. Unsigned or late bids will not be considered.
   e. Peoria Public Schools is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
   f. Prices quoted shall include all charges for packing, transportation and delivery to the School Building or District Office as designated on the bid.
   g. Correspondence shall be addressed to the Chief Financial Officer.
   h. Bids are available for inspection in the Business Office by appointment after the bid award.
   i. Oral, telephonic, telegraphic or facsimile transmitted bids will not be accepted. The use of District transmission equipment by Bidders is prohibited.

2. Errors and Omissions
   All proposals shall be submitted with each space properly completed. The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should bidders find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Chief Financial Officer who will issue the necessary clarifications to all prospective Bidders by means of addenda.

3. Firm Bid
   All bids will be considered firm for a period of sixty (60) days from the date established for the opening of bids.

4. Withdrawal of Bids
   Bids may be withdrawn by letter, FAX, or in person prior to the time and date established for the opening of bids.

5. Investigation of Bidders
   a. The District will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements. The Bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
   b. The Board of Education reserves the right to reject any bid if it is determined the Bidder is not properly qualified to carry out the obligations of the contract.
6. **Reservation of Rights by the Institution**
   The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept the lowest responsible Bidder, considering conformity with specifications, terms of delivery, quality, and serviceability. All items shall be new unless otherwise specified. By submitting a bid, Bidders agree to mandatory binding arbitration on all bid disputes.

7. **Compliance with Legislation**
   a. Bidder’s signature shall be construed as acceptance of, and willingness to comply with, all provisions of the Illinois Revised Statutes, Chapter 48, 39S-1, 39S-12, and Prevailing Wage Law, as amended August 8, 1961. All laborers, workers and mechanics engaged in construction will be paid not less than the “Prevailing Wage”. Contractor agrees to abide by the current Prevailing Rate of Wages for Construction Workers for Peoria County. In other words, bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.
   
   b. It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Human Rights Act (775 ILCS 5/1-101) and further that the Contractor will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.

8. **Compliance with Peoria School District N. 150 Facilities Improvement Agreement**
   Bidder shall comply with Peoria School District N. 150 Facilities Improvement Agreement entered into between the District and the West Central Illinois Building and Construction Trades Council.

9. **Signature Constitutes Acceptance**
   The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

10. **Contracts**
    The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

11. **Equal Employment Opportunity**
    During the performance of this Contract (whether or not Federal funds are involved) the Contractor agrees as follows:
    
    i. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin or disability. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, color, sex, national origin or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for
training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.

iii. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his/her books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations and orders.

iv. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

v. The Contractor shall include the provisions of paragraphs i. through iv. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Sec. 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

vi. The Contractor shall comply with and participate in the Peoria Public Schools software program for managing payroll and tracking minority participation.

12. **Completion Delivery Time**

If delivery time will exceed thirty (30) days after receipt of a purchase order, state the delivery time by the respective items in the “Description” column. All prices must be quoted F.O.B. DESTINATION. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.
13. **Evaluations**

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to different Bidders or all items to a single Bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an equal or alternate is a satisfactory substitute, (2) a Bidder is not a responsible Bidder and should be disregarded, and (3) what exceptions or deviations from written specifications will be accepted. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors the unit cost(s) listed will prevail and be considered accurate.

14. **Examination of Documents and Site**

Before submitting a proposal for work on any project, each Bidder shall carefully examine the project site and the Contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in their proposal all sums sufficient to provide all work required by the Contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites.

By submitting a proposal, each Bidder shall be held to represent that they have made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work. A Bidder may visit the project sites during the hours of 7:30 A.M. to 4:00 P.M. on weekdays, Monday through Friday.

These visits must be coordinated with Dave Meyers, Director of Buildings and Grounds, at dave.meyers@psd150.org. The site locations(s) are at building(s) listed in Delivery Points section for addresses.

15. **Performance/ Labor and Material Payment Bonds**

Within ten (10) days of the date of the Notice of Award, the successful Contractor shall enter into a formal Contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the Contract. The Bonds shall be in accordance with A.I.A. Document A311. The Contractor shall pay the cost of premiums for said Bonds. The Bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bonds, if not officers, shall be attached thereto. The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the Contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to
the Board of Education from any failure of the Contractor fully to perform each or all of said duties. The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holders’ rating not lower than “A” and a financial rating not lower than “AAA” in Best’s Insurance Guide (current edition).

16. **Bid Security**

A Bid Bond or Certified Check made payable to Peoria Public Schools, Peoria County, Illinois in the amount of ten percent (10%) of the proposal shall accompany each bid as a guarantee that the Bidder, if awarded the Contract, will furnish the required Performance and Labor and Material Payment Bonds, execute the Contract and proceed with the work.

Upon failure to do so, the Contractor shall forfeit the Check or amount of Bid Bonds as liquidated damages. No mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle it to a return of the Check or Bid Bond. No Bidder may withdraw a bid for a period of 60 days after the date of opening thereof.

The Bid Bonds or Checks will, with the exception of those of the three lowest bidders, be returned seven (7) days after the opening of bids and the remaining Checks or Bid Bonds will be returned when the Contract is executed and Bonds provided.

17. **Delivery Points**

Deliveries shall be made to the following addresses when “specific” locations are indicated in the bid specifications. The delivery points may be indicated by the names and addresses listed below:

- **Sterling School**
  - 2315 N Sterling Ave
  - Peoria, IL 61604

- **Peoria Public Schools**
  - District Office
  - 3202 N. Wisconsin Avenue
  - Peoria, IL 61603

18. **Insurance**

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the School District:

- **a. Worker’s Compensation Insurance**
  - Coverage A - Illinois Statutory Limits
  - Coverage B - Employer’s Liability $500,000 Limit

- **b. Automobile Liability Insurance**:
  - $1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned and hired automobiles.
c. **Commercial General Liability Insurance** shall provide the following limits:
   - $1,000,000 each occurrence
   - $2,000,000 General Aggregate
   - $2,000,000 Completed Operations Aggregate
   - $1,000,000 Personal Injury

This policy shall include the following coverage:
- Premises/Operations
- Independent Contractors
- Products/Completed Operations
- Contractual Liability - Blanket
- Broad Form Property Damage
- Personal Injury-Offenses A, B, C, -exclusion C deleted

Contractual Liability Coverage, including the “Indemnification of School District and Architect” (hold harmless agreement), must be fully insured under this policy for the liability limits set forth above. In addition, Care, Custody, and Control and XCU exclusions shall be removed from all policies under this Contract and suitable coverage provided subject to the approval of the School District’s insurance carrier.

The Contractor is responsible for all claims arising out of sales of vended product on the premises and injury and/or death caused by the vendor’s delivery vehicles on and immediately adjacent to the premises.

d. **Umbrella Liability Insurance**: It is required that an umbrella policy be written for a minimum of $2,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above.

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the School District. All insurance shall indicate that it is primary and any material change shall cause notice to PPS thirty (30) days prior to the change.

With respect to the insurance required herein, the Contractor shall provide such insurance naming the School District as “additional named insured.” The Contractor shall also purchase and maintain such insurance as will protect the School District from and against all claims, damages, loss and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.
It is MANDATORY within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the Peoria Public Schools Chief Financial Officer and the School District’s architect: PCM+Design, 2400 N. Main Street, Suite G, East Peoria, Illinois 61611.

19. **Total Price for All Items**
A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the Bid Form before signing and submitting the bid.

20. **Hold Harmless and Indemnification**
The Contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members individually, their officers, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:
   a. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the Contractor under this Contract or by reason of anything to be supplied by the Contractor pursuant to this Contract.
   b. Bodily injury, including death, to any person or persons (including Contractor’s officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:
      • Caused in whole or in part by an act, error or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
      • Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
      • Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

21. **Late Bids**
Bids received after the time specified in the Invitation to Bid will not be considered. The method of transmittal of the bid proposal is at the Bidder’s risk of untimely receipt by the School District. The use of District equipment for transmission of bids is prohibited.

22. **Recycled Products**
Peoria Public Schools supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives.

23. **Additional Bid Information**
A. The lowest bidder may be requested to complete the Supplements To Bid Forms within 5 days after submission of bids.

B. Minority Participation - The District encourages capital project contractors to make every reasonable effort to establish appropriate minority participation in their workforce. When construction work involves subcontractors, the District encourages at least ten percent (10%) of the subcontractors be minority owned and five percent (5%) be women owned. For general contractors, the District encourages at least eighteen percent (18%) of the workforce be from a minority group and five percent (5%) be women. To this end, bidders will be asked to provide workforce demographic information.

1. Bidder may contact Capital Development Board (CDB) Fair Employment Practices Unit (FEP) at 312.814.6290 for assistance in identifying MBE/FBE firms.

2. Bidder may utilize the MBE/FBE Subcontractor and Supplier Online Directory at CDB’s website (http://www.cdb.state.il.us).

If goals are not met the Bidder may be asked to provide written documentation to show ‘Good Faith Effort.’ The documentation is required to be submitted within five (5) business days after the bid opening. The documentation should include at a minimum the information listed below.

a. All information indicating why the specific goal cannot be met.

b. A list of all MBE/FBE firms contacted and the dates they were contacted.

c. Copies of all bid solicitation letters to MBE/FBE firms.

d. Other relevant information as appropriate
EXHIBIT “B”

PURPOSE/SCOPE OF PROJECT:
Peoria Public Schools request bids for STERLING SCHOOL ROUND REMODEL. The vendor is to provide all of their own supplies and equipment to do this job. All installation work related to STERLING ROUND REMODEL is to take place Monday through Friday only, from 6:00 a.m. to 5:00 p.m. (Saturday work will be allowed but no premium time shall be included in the bids), at a school sites identified below;

1. Sterling School - 2315 N Sterling Ave, Peoria, IL 61604

The vendor must supply the Director of Buildings and Grounds an updated list of completed projects weekly.

If additional clarification is needed, please email Mick Willis, Chief Financial Officer at mick.willis@psd150.org or Dave Meyers, Director of Buildings and Grounds at dave.meyers@psd150.org.

No premium time will be paid for weekend or overtime work. The work may to start as early as Monday, June 19, 2017. All work is to be completed no later than Friday, August 4, 2017.
## General Specifications:

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<tr>
<td>Remove and re-install existing wall brackets as required for new wall finishes.</td>
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<td>Remove existing floor finishes and install new floor finishes in accordance with manufacturer’s installation instructions.</td>
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<td>Remove existing wall finishes and install new drywall as indicated on drawings.</td>
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<td>In areas receiving new floor OR new wall finishes paint all existing and new walls.</td>
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<td>At transitions between flooring materials provide ADA compliant transition strips.</td>
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<tr>
<td>If Alternate Bids are accepted provide all material and labor to install new windows into new openings as indicated on drawing.</td>
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<td>Coordinate all work with owner’s representative.</td>
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<td>Field verify all dimensions.</td>
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## Warranty:

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<td>Provide a minimum of one year warranty on workmanship.</td>
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<td>Provide minimum of five year warranty on material.</td>
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Sterling Round Remodel – Base Bid
All labor and material and other costs associated with base bid finish work indicated on drawing.

Base Bid Price
$____________

Alternate Bid 1
All labor and material and other costs associated with new window openings and windows in Rooms 135, 139, 140, 141, 145, 146 and 147.

Alt Bid 1 Price
$____________

Alternate Bid 2
All labor and material and other costs associated with new window openings and windows in Rooms 142, 143 and 144.

Alt Bid 2 Price
$____________

Signed this ___ day of ____________, 2017

By (Business Name): ____________________________

Telephone: __________________ Fax Number: __________________

By: __________________ Signature of Bidder

Printed name and title of signer

Attest: __________________ Signature of Attester
Non-Collusion Affidavit

STATE OF ILLINOIS

SS:

PEORIA COUNTY

The undersigned Bidder or agent, being duly sworn, on oath says that he has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without agreement, understanding or combination with any other person in reference to such bidding.

S/He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

______________________________________

(Bidder or Agent)

FOR______________________________________

(Firm or Corporation)

Subscribed and sworn to before me this___________day of__,

20____________________________. My Commission Expires:

____________________________

(Notary Public)

BID NUMBER____________

Certification

The bidder hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

______________________________________

(Signature)
**Sexual Harassment Clause**
Each Bidder must certify that it has complied with the requirement of section §2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

The Board of Education states that it is in compliance with said law.

__________________________
(Signature)

**Drug Free Workplace Certification**
(Applicable only to Contractors with 25 or more employees)

The Bidder does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that the Bidder is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

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Peoria School District No. 150
Facilities Improvement Agreement

This Building and Construction Trades Agreement (hereinafter referred to as "Agreement") is entered into this 10th day of March, 2014 by and among the undersigned Building and Construction Trades Unions listed on Exhibit A (individually and collectively "Union"), the undersigned Contractors and/or Subcontractors listed on Exhibit B (individually and collectively "Contractor"), the West Central Illinois Building & Construction Trades Council and the Board of Education of Peoria School District No.150 (hereinafter "School District").

Preamble

Contractor intends to perform certain Construction Work (defined below) for a Project (defined below) under contract with the School District. The Contractor desires to employ qualified craft persons who can perform this work with the highest degree of skill and competence without interruption by any form of work stoppage related to the expiration, renewal or negotiation of collective bargaining agreements with other employers or other projects. Further, Contractor wishes to comply with area standards of employment and employ craft persons in each trade in accordance with the wages, fringe benefits, and conditions established in each Local Agreement. The Union has available persons who are competent and qualified to perform work for Contractor and the Union is willing and able to furnish these workers in accordance with the terms and conditions hereinafter stated and in accordance with each Local Agreement.

ARTICLE I
Recognition

Contractor recognizes the Union as the exclusive collective bargaining representative for employees of Contractor performing Construction Work within the craft jurisdiction of Union for a Project that exceeds $50,000. All apprentices and/or trainees utilized by the
Contractor under this Agreement shall be registered participants of a training program recognized by the United States Department of Labor, Bureau of Apprenticeship and Training.

ARTICLE II
Scope of Work

This Agreement covers all construction, additions, demolition, maintenance, renovation or repair work performed by Contractor at the site of the work for the purpose of building the specific structures and facilities improvements that constitute the Project ("Construction Work"). "Project" shall mean a specific planned construction undertaking by the School District that exceeds $50,000. This Agreement does not cover the work performed by employees of the School District or Projects that are $50,000 or less. The School District and Contractor agree that it shall not move any "Construction Work", which normally takes place on the site to any off site location. Any work that may be moved off site for any reason shall be covered by the terms and conditions of this Agreement.

ARTICLE III
Conditions of Employment

Contractor recognizes that the Union has negotiated a collective bargaining agreement (referred to herein as "Local Agreement"), which sets forth the wages, fringe benefits, hours, and other terms and conditions of employment applicable to work within the jurisdiction of the Union. All of the terms and conditions set forth in the Local Agreement are hereby incorporated in this Agreement unless specifically changed, modified or replaced by this Agreement, and Contractor agrees to comply with all provisions of the Local Agreement on the Project in the same manner and to the same extent as if Contractor were an employer signatory to the Local Agreement. International Agreements will not be utilized on a Project. Contractor further agrees to sign any and
all participation agreements as required by any fringe benefit, training or other funds identified in the local collective bargaining agreement as identified above.

ARTICLE IV
Referral of Employees and Union Security

All referrals for employment shall come though the applicable local craft union signed to this Agreement. The Contractor shall strictly comply with the referral of employee procedures established in the Local Agreement except as modified herein. In the event the Local Agreement does not set forth a referral procedure, the Contractor shall obtain employees for that craft in accordance with established local hiring practices. The Contractor shall comply with the Union security provisions set forth in the Local Agreement.

ARTICLE V
Non-Discrimination

The Union and Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or military status and shall fully comply with all applicable laws, rules and regulations related to the Construction Work.

ARTICLE VI
Grievances

Any and all grievances that may arise on any work covered by this Agreement or the Local Agreement shall be processed in accordance with the grievance procedures set forth in the Local Agreement.
ARTICLE VII
Jurisdictional Disputes

The assignment of all work shall be made on the basis of traditional craft jurisdictional lines, agreements of record, established trade agreements, and prevailing area practices. Work assignments shall be discussed in detail at the pre-job conferences of all contractors and subcontractors to avoid issues. All contractors and subcontractors at any tier are required to attend a pre-job conference consistent with Article XI. If a jurisdictional dispute arises, the Contractors assignment shall be adhered to until the dispute is resolved. All jurisdictional disputes shall be resolved in the following manner:

Step 1. All disputes shall be first referred to the Stewards of the applicable Unions, and the Contractors on site Supervision for resolution.

Step 2. All disputes not resolved at Step 1, shall be referred to the business representatives of the applicable Unions and the Contractor's authorized representatives for resolution.

Step 3. All disputes not resolved at Step 2, shall then be referred to the International Representatives of the applicable Unions and the Contractors authorized representatives for resolution.

ARTICLE VIII
Subcontracting

In order to preserve work opportunities normally available to craft persons covered by this Agreement, to maintain wages, benefits and working conditions established within this area, and to avoid problems caused by common site relationships, Contractor agrees that it shall not contract or subcontract any Construction Work on the Project covered by this Agreement to any person, firm or company who is not a signatory to this
agreement unless that party agrees in writing to be bound by the terms of this agreement as if that party were a signatory.

ARTICLE IX
Savings Clause

It is the intent of the School District, Contractor and Union to comply with all local, state and federal laws. Any provision of this Agreement finally adjudged to be in conflict with any applicable local, state or federal law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of the Local Agreement and the provisions of this Agreement, the terms of this Agreement shall prevail.

ARTICLE X
Work Stoppages

There shall be no strikes of any nature, work stoppages, picketing or slowdowns by the Union or employees against Contractor during the term of this Agreement. However, the Unions retain the right to have their members cease and desist working for any Contractor for failure to make required wage and/or fringe benefit payments. There shall be no lockouts by Contractor. In the event the Local Agreement expires during the term of this Agreement there shall be no work interruption or stoppage related to such expiration, but Contractor shall comply with all terms and conditions of any new Local Agreement and apply, retroactive to the expiration date of the old Local Agreement, all increases in wages, fringe benefits, and other economic items which are part of any new Local Agreement.

No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably
discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

Neither the Union nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the Union will immediately instruct order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The Union in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principle officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

In addition to any action at law or equity, any Contractor or the Board may institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

(a) The party invoking this procedure shall notify an individual to be mutually agreed upon, whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice to all parties including the party alleged to be in violation.

(b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the notice to all parties involved as required above.

(c) The Arbitrator shall notify the parties of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

ARTICLE XI
Pre-Job Conference

A reasonable length of time prior to beginning any on-site work, Contractor shall notify the West Central Illinois Building and Construction Trades Council of its intent to commence work and schedule a pre-job conference. Representatives of Contractor and Union shall meet to familiarize themselves with the scope of Contractor's work, resolve trade job assignments, manpower requirements, and discuss any other topic which may be relevant to the work so that the Union is better able to satisfy Contractor's needs and insure that work commences in the most efficient manner. A holiday schedule shall be adopted at the pre-job conference, which will be uniformly applied to all work on the job. Jobsite work shall not begin until completion of the pre-job conference.

ARTICLE XII
Term of Agreement

This Agreement shall be in full force and effect for three (3) years from the date as stated above. This Agreement may be modified from time to time by mutual agreement between the School District and the West Central Illinois Building & Construction Trades Council. This Agreement shall automatically renew for subsequent one (1) year periods unless either party provides the other written notice of termination at least ninety (90) days prior to the expiration of the then current Term. The Contractor signature pages
shall be identified per each individual project and signed and attached to this master Agreement. Copies of the Contractor signature pages shall be provided to the West Central IL Building & Construction Trades Council for distribution to the individual Unions.

SIGNATURES

[Signature]  
Board of Education of Peoria School District No. 150  
Date: 3/10/2014

[Signature]  
West Central IL Bldg. Trades Council  
Date: 3/10/2014
## Exhibit A

West Central Illinois Building and Construction Trades Council  
Signature Pages for Peoria School District No. 150  
School Facilities Agreement

<table>
<thead>
<tr>
<th>Organization</th>
<th>Local</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Association of Heat And Frost Insulators &amp; Allied Workers</td>
<td></td>
<td>2-25-14</td>
</tr>
<tr>
<td>International Brotherhood of Boilermakers, Iron Ship Builders,</td>
<td></td>
<td>3-19-14</td>
</tr>
<tr>
<td>Blacksmiths, Forgers &amp; Helpers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Union of Bricklayers &amp; Allied Craftworkers</td>
<td></td>
<td>2-24-2014</td>
</tr>
<tr>
<td>United Brotherhood of Carpenters and Joiners of America</td>
<td></td>
<td>3-3-14</td>
</tr>
<tr>
<td>UBC Millwrights</td>
<td></td>
<td>3-4-14</td>
</tr>
<tr>
<td>International Brotherhood of Electrical Workers</td>
<td></td>
<td>2-27-14</td>
</tr>
<tr>
<td>International Union of Elevator Constructors</td>
<td></td>
<td>2-24-14</td>
</tr>
</tbody>
</table>
International Union of Operating Engineers

Local  Date

Brian E. Stenley  112  2-26-14

International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers

Local  Date

International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers

Local  Date

Laborers' International Union of North America

Local  Date

International Union of Painters & Allied Trades

Local  Date

Operative Plasterers' and Cement Masons' International Association

Local  Date

United Union of Roofers, Waterproofers and Allied Workers

Local  Date

Sheet Metal Workers' International Association

Local  Date
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

Plumbers 63 2-24-14

Road Sprinklerfitters 353 2-24-14

Steamfitters
EXHIBIT B

Contractor and Subcontractor signature page for the
Peoria School District No. 150 Project Agreement

______________________________ Project

Contractor

______________________________

Street Address

______________________________

City, State, Zip Code

______________________________

By Its duly authorized representative

Contractor

______________________________

Street Address

______________________________

City, State, Zip Code

______________________________

By Its duly authorized representative