

**CITY OF PEORIA  
CONTRACT**

This agreement, made and entered into this Tuesday, March 14, 2023 by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and Otto Baum Company, Inc., Party of The Second Part for the improvement known as the PUBLIC WORKS FACILITY – NATIVE PLANTS, WALKING PATH, AND ACCESSIBLE ENTRANCE;

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 cost 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 the terms of this agreement, for the amount of ONE MILLION THREE HUNDRED TWENTY-THREE THOUSAND DOLLARS \$1,323,000.00.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, bid, specifications, performance bond and maintenance bond 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.

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

**THE CONTRACTOR** (hereinafter referred to as “SERVICE PROVIDER”) 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 SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER 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 SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER 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 \$25,000.

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

**THE CITY OF PEORIA**

BY: [Signature]  
City Manager

ATTEST: [Signature]  
City Clerk

**EXAMINED AND APPROVED:**

[Signature]  
Corporation Counsel

**PARTY OF THE SECOND PART**

OTTO BAUM CO., INC.  
(name of individual, firm or corporation)

BY: [Signature]  
(member of firm or officer of corporation)

TERRY L. BAUM - PRESIDENT  
(If a Co-Partnership)

\_\_\_\_\_  
(seal)

Partners doing business under the firm name  
of \_\_\_\_\_ (seal)  
(PARTY OF THE SECOND PART)

(If an Individual)  
\_\_\_\_\_  
(seal)  
(PARTY OF THE SECOND PART)



CITY OF PEORIA  
PERFORMANCE BOND

NOW ALL MEN BY THESE PRESENTS, that we Otto Baum Company, Inc.,  
and individual, of \_\_\_\_\_

a co-partnership, of \_\_\_\_\_

a corporation organized under the laws of the State of Illinois

as Principal, and \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_ with  
authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Peoria,

Peoria County, State of Illinois, in the penal sum of ONE MILLION THREE HUNDRED TWENTY-THREE  
THOUSAND DOLLARS \$1,323,000.00, lawful money of the United States, well and truly to be paid unto said  
City of Peoria for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has

entered into a contract with the City of Peoria for PUBLIC WORKS FACILITY – NATIVE PLANTS,  
WALKING PATH, AND ACCESSIBLE ENTRANCE in accordance with the terms and conditions of said  
contract, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW, THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall well and  
truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and  
specified to be by said Principal kept, done and performed, at the times and in the manner in said contract  
specified, or shall pay over, make good and reimburse the City of Peoria, all loss and damage which it may  
sustain by reason of the failure or default on the part of the Principal so to do, then this obligation shall be null  
and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, We have duly executed the forgoing Obligation this 14<sup>th</sup> day of March, 2023.

EXAMINED AND APPROVED FOR THE  
CITY OF PEORIA

By   
Corporation Counsel

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Sureties

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed the name of \_\_\_\_\_, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by his said Principal.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, YEAR ( ).

\_\_\_\_\_  
Notary Public

# PERFORMANCE BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107782169

**CONTRACTOR:**

*(Name, legal status and address)*

**Otto Baum Company, Inc.**  
866 N Main St  
Morton, IL 61550

**OWNER:**

*(Name, legal status and address)*

**City of Peoria - Department of Public Works**  
3505 N. Dries Lane  
Peoria, IL 61604

**CONSTRUCTION CONTRACT**

Date: **March 13, 2023**

Amount: **One Million Three Hundred Twenty Three Thousand and 00/100 Dollars (\$1,323,000.00)**

Description:

*(Name and location)*

**PPW Beautification Project**  
3505 N. Dries Lane Peoria, IL 61604  
**BOND**

Date: **March 20, 2023**

*(Not earlier than Construction Contract Date)*

Amount: **One Million Three Hundred Twenty Three Thousand and 00/100 Dollars (\$1,323,000.00)**

Modifications to this Bond:  None  See Section 16

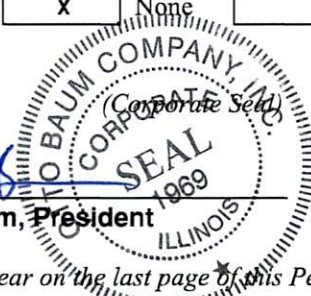
**CONTRACTOR AS PRINCIPAL**

Company:

**Otto Baum Company, Inc.**

Signature: \_\_\_\_\_

Name and Title: **Terry L Baum, President**



**SURETY**

Company:

**Travelers Casualty and Surety Company of America**

Signature: \_\_\_\_\_

Name and Title: **Miranda Leininger, Attorney-in-Fact**

*(Corporate Seal)*

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**Glenn Allen Insurance and Surety Brokers, LLC**  
5205 McClellan Dr.  
Frisco, TX 75036

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after  
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

# PAYMENT BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107782169

**CONTRACTOR:**

*(Name, legal status and address)*

**Otto Baum Company, Inc.**  
866 N Main St  
Morton, IL 61550

**OWNER:**

*(Name, legal status and address)*

**City of Peoria - Department of Public Works**  
3505 N. Dries Lane  
Peoria, IL 61604

**CONSTRUCTION CONTRACT**

Date: **March 13, 2023**

Amount: **One Million Three Hundred Twenty Three Thousand and 00/100 Dollars (\$1,323,000.00)**

Description:

*(Name and location)*

**PPW Beautification Project**  
3505 N. Dries Lane Peoria, IL 61604

**BOND**

Date: **March 20, 2023**

*(Not earlier than Construction Contract Date)*


Amount: **One Million Three Hundred Twenty Three Thousand and 00/100 Dollars (\$1,323,000.00)**

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

**Otto Baum Company, Inc.**


Signature: 

Name and Title: **Terry L. Baum, President**

**SURETY**

Company:

**Travelers Casualty and Surety Company of America**

Signature: 

Name and Title: **Miranda Leiningner, Attorney-in-Fact**



*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**Glenn Allen Insurance and Surety Brokers, LLC**  
5205 McClellan Dr.  
Frisco, TX 75036

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.



§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

**Travelers Casualty and Surety Company of America**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF ARIZONA

COUNTY OF MARICOPA

On this 20<sup>th</sup> day of March, 2023, before me personally appeared Miranda Leininger with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT and that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.

  
\_\_\_\_\_  
Claire M Fabrizius

NOTARY STAMP

My commission expires:





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**NOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Miranda Leininger** of **FRISCO, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **March**, **2023**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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## INSTRUCTIONS TO BIDDERS

# PROPOSAL DOCUMENTS

### INSTRUCTIONS TO BIDDERS

#### 1. Notice of Bidding

- a. Time and Place of Opening Bids. Sealed proposals for the improvement described herein will be received at the Office of the City Engineer, Public Works Facility, 3505 N. Dries Lane, Peoria, Illinois, until 10:00 a.m., Thursday, February 23<sup>rd</sup>, 2023 and at that time publicly opened and read.
- b. Description of Work.
  - i. *Proposed improvement is officially known as Public Works Facility – Native Plants, Walking Paths, and Accessible Entrance*
  - ii. *The proposed improvement consists of native planting, walking path, and accessible entrance / parking lot improvements at the City of Peoria Public Works Facility. The work includes replacement of all turfgrass with Native Plantings, installation of proposed p.c.c. sidewalks and crushed aggregate walking paths, proposed stormwater detention / retention, removal of the front entrance sidewalks / pavement, and replacement with ADA accessible walks, p.c.c. pavement, and permeable pavers.*

#### 2. Copies of Bidding Documents

- a. Plans, proposal forms, and specifications for the proposed project can be obtained at no charge by requesting an electronic plan set from [pwdropbox@peoriagov.org](mailto:pwdropbox@peoriagov.org)
- b. Complete sets of Bidding Documents shall be used in preparing Bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. City and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

#### 3. Qualifications of Bidders

- a. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid the following information:
  - i. *Evidence of Bidder's authority to do business in the state where the Project is located.*
  - ii. *Evidence of Bidder's prequalification with the Illinois Department of Transportation to perform the type of work required to complete this Project.*
  - iii. *Bidder's state or other contractor license number, if applicable.*
- b. A Bidder's failure to submit required qualification information within the times

indicated may disqualify Bidder from receiving an award of the Contract.

- c. No requirement in this Article 3 to submit information will prejudice the right of City to seek additional pertinent information regarding Bidder's qualifications.
- d. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### 4. Site Visit and Testing by Bidders

- a. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- b. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- c. On request, and to the extent City has control over the Site, and schedule permitting, the City will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. City will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on City's authority regarding the Site.
- d. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by City or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- e. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5. Bidder's Representations

- a. It is the responsibility of each Bidder before submitting a Bid to:
  - i. *examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;*
  - ii. *visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;*
  - iii. *become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;*
  - iv. *consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding*

*Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;*

- v. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;*
- vi. become aware of the general nature of the work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents;*
- vii. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;*
- viii. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and*
- ix. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.*

- b. Bidder acknowledges a current City of Peoria EEO Certification Number is required prior to being awarded a City of Peoria Contract.

## **6. Contract Times**

- a. The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the General Conditions.
- b. Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the General Conditions.

## **7. Substitute and "Or-Equal" Items**

- a. The Contract for the Work, as awarded, will be based on materials and equipment specified or described in the Bidding Documents without consideration during the

bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

## **8. Subcontractors, Suppliers, and Others**

- a. A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Special Conditions) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- b. After the submittal of the Bid, City may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- c. The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to City a list of the Subcontractors or Suppliers proposed.

## **9. Preparation of Bid**

- a. The Bid Form is included with the Bidding Documents.
  - i. *All blanks on the Bid Form shall be completed and the Bid Form signed. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.*
  - ii. *Each Bidder is required to submit prices for the Base Bid and Alternate Bid.*
- b. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- c. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.
- d. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.
- e. A Bid by an individual shall show the Bidder's name and address for receiving notices.

- f. A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The address for receiving notices of the jointventure shall be shown.
- g. All names shall be printed below the signatures.
- h. The Bid shall acknowledgment receipt of all Addenda on the Bid Form.
- i. Postal and e-mail addresses and telephone numbers for communications regarding the Bid shal shown.
- j. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authorityand qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- k. All proposals must be accompanied by a proposal guaranty. Such guarantee may be in the form of a Bid Bond provided in this document, a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, for not less than five percent (5%) of the amount of the bid.

## **10. Opening of Bids, modification and withdrawal**

- a. Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of thebase Bids and major alternates, if any, will be made available to Bidders after the opening ofBids.
- b. A Bid may be withdrawn by an appropriate document duly executed in the same manner that aBid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- c. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bidand submit a new Bid prior to the date and time for the opening of Bids.
- d. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Cityand promptly thereafter demonstrates to the reasonable satisfaction of City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **11. Evaluation of Bids and Award of Contract**

- a. All Bids will remain subject to acceptance for the period stated in the Bid Form, but City may, inits sole discretion, release any Bid and return the Bid security prior to the end of this period.
- b. City reserves the right to reject any or all Bids, including without limitation,

nonconforming, nonresponsive, unbalanced, or conditional Bids. City will reject the Bid of any Bidder that City finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City will reject the Bid as nonresponsive; provided that City also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- c. If City awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- d. Evaluation of Bids
  - i. *In evaluating Bids, City will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.*
  - ii. *For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items*
- e. In evaluating whether a Bidder is responsible, City will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- f. City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- g. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it shall be accompanied by required bonds and insurance documentation.

## **12. Signing of Agreement**

- a. When City issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within Ten (10) days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to City.

## **13. Sales and Use Taxes**

- a. City is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work.

**PROPOSAL BID FORM**

**PROPOSAL BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Peoria  
Department of Public Works  
3505 N. Dries Lane  
Peoria, IL 61604*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in these Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/16/2023</u>
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

**PROPOSAL BID FORM**

the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

## 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly,



**PROPOSAL BID FORM**

persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- E. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed 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 Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- F. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, 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 has not been barred from bidding by the Federal, State or local governments and has not been suspended or debarred from receiving federal funding.
- G. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR, (hereinafter referred to as “SERVICE PROVIDER”) 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 SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER 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 SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER 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). This provision does not apply to any City employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This shall not apply to any city employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.
- H. Each Bidder must be prequalified with the Illinois Department of Transportation to perform the type of construction work necessary for the project. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their bid.
- I. To be awarded a contract all Suppliers, Vendors, Contractors to the City 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.

The number is secured by submitting to the Equal Opportunity Manager a completed Employer Report Form CC-1, a Fifty-dollar (\$50.00) processing fee and a copy of your company’s sexual harassment policy statement, if you are a first time applicant. Companies renewing their number do not have to submit a copy of their sexual harassment policy

RETURN WITH BID

City of Peoria  
 Public Works Facility  
 Native Plants, Walking Paths, and Accessible Entrance  
**PROPOSAL DOCUMENTS**

**PROPOSAL BID FORM**

statement. The form may be obtained from the City’s website at [www.peoriagov.org/equal-opportunity/](http://www.peoriagov.org/equal-opportunity/) by clicking on the link. You can also request a copy by e-mail or calling:

Equal Opportunity Manager  
[ooo@peoriagov.org](mailto:ooo@peoriagov.org)  
 (309) 494-8530

The Fifty-dollar (\$50.00) processing fee can be paid by check, payable to the City of Peoria, or online through the State of Illinois E-Pay process. To pay online go to [www.illinoisepay.com](http://www.illinoisepay.com) and follow the instructions. The only exception to payment of the processing fee is neighborhood associations.

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

EEO CERTIFICATION\* (Check one):

- We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.
- Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: 00073-240331

**ARTICLE 5 – BASIS OF BID**

5.01 Base Bid: Bidder will complete the work in accordance with the contract documents for the following price(s):

PLEASE SEE ATTACHED

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
20100110	TREE REMOVAL (6-15 UNITS DIAMETER)	UNITS	28	_____	_____
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNITS	60	_____	_____
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	844	_____	_____
42400800	DETECTABLE WARNINGS	SQ. FT.	248	_____	_____
44000100	PAVEMENT REMOVAL	SQ. YD.	1317	_____	_____
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	617	_____	_____
44000600	SIDEWALK REMOVAL	SQ. FT.	1609	_____	_____
55080340	STORM SEWER, CLASS B, TYPE 2 (CPE), 12"	FOOT	40	_____	_____
55100200	STORM SEWER REMOVAL, 6"	FOOT	134	_____	_____
60218300	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	_____	_____

RETURN WITH BID

City of Peoria  
Public Works Facility  
Native Plants, Walking Paths, and Accessible Entrance  
**PROPOSAL DOCUMENTS**

**PROPOSAL BID FORM**

60218400	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	_____	_____
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	2	_____	_____
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	333	_____	_____
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	232	_____	_____
67100100	MOBILIZATION	L. SUM	1	_____	_____
78001100	YELLOW PAINT PAVEMENT MARKINGS, LETTERS & SYMBOLS	SQ. FT.	18	_____	_____
78001110	YELLOW PAINT PAVEMENT MARKINGS, 4" LINE	FOOT	452	_____	_____
78001150	WHITE PAINT PAVEMENT MARKINGS, 12" LINE	FOOT	390	_____	_____
PEOR0001	COBBLESTONE REMOVAL AND SALVAGE	SQ. YD.	36	_____	_____
PEOR0002	BOULDER RELOCATION	EACH	2	_____	_____
PEOR0003	COMBINATION CONCRETE CURB / PAVEMENT REMOVAL (SPECIAL)	FOOT	65	_____	_____
PEOR0004	EROSION CONTROL (SPECIAL)	L. SUM	1	_____	_____
PEOR0005	REMOVE AND RELOCATE SIGNS (SPECIAL)	EACH	5	_____	_____
PEOR0006	REMOVE AND SALVAGE SIGNS (SPECIAL)	EACH	4	_____	_____
PEOR0007	CONCRETE BOLLARD W/ ACCESSIBLE SIGN	EACH	4	_____	_____
PEOR0008	IRRIGATION REMOVAL	L. SUM	1	_____	_____
PEOR0009	FLAGPOLE REMOVAL	L. SUM	1	_____	_____
PEOR0010	30' FLAGPOLE	L. SUM	1	_____	_____
PEOR0011	SUBBASE GRANULAR MATERIAL, TYPE B, 4" (SPECIAL)	SQ. FT.	4750	_____	_____
PEOR0012	SUBBASE GRANULAR MATERIAL, TYPE B, 4" (SPECIAL)	SQ. YD.	1472	_____	_____
PEOR0013	SUBBASE GRANULAR MATERIAL, TYPE B, 6" (SPECIAL)	SQ. FT.	348	_____	_____
PEOR0014	APPROACH SLAB AGGREGATE	CU. YD.	7	_____	_____
PEOR0015	P.C.C. COMB. CURB/SIDEWALK, 4" W/ MACRO FIBROUS REINF.	SQ. FT.	669	_____	_____
PEOR0016	P.C.C. SIDEWALK, 4" W/ MACRO FIBROUS REINFORCEMENT (SPECIAL)	SQ. FT.	3885	_____	_____
PEOR0017	P.C.C. SINGLE-RISER STEP W/ MACRO FIBROUS REINFORCEMENT	SQ. FT.	196	_____	_____
PEOR0018	P.C.C. COMB. RAMP/RAISED SIDEWALK-WALL, 6" W/ MACRO FIBROUS REINF.	SQ. FT.	310	_____	_____
PEOR0019	AGGREGATE SURFACE COURSE, 3" (SPECIAL)	SQ. YD.	1472	_____	_____
PEOR0020	P.C.C. STAIRS W/ MACRO FIBROUS REINFORCEMENT	SQ. FT.	38	_____	_____
PEOR0022	P.C.C. PAVEMENT, 8" W/ MACRO FIBROUS REINFORCEMENT	SQ. YD.	844	_____	_____
PEOR0023	AGGREGATE BASE COURSE, 6" (SPECIAL)	SQ. YD.	844	_____	_____

RETURN WITH BID

City of Peoria  
Public Works Facility  
Native Plants, Walking Paths, and Accessible Entrance  
**PROPOSAL DOCUMENTS**

**PROPOSAL BID FORM**

PEOR0024	PERMEABLE PAVERS	SQ. YD.	469	_____	_____
PEOR0025	AGGREGATE CHOKER COURSE, 8"	SQ. YD.	574	_____	_____
PEOR0026	AGGREGATE STORAGE COURSE, 30"	SQ. YD.	574	_____	_____
PEOR0027	TRIAxIAL GEOGRID (SPECIAL)	SQ. YD.	1208	_____	_____
PEOR0028	GEOTECHNICAL FABRIC (SPECIAL)	SQ. YD.	574	_____	_____
PEOR0029	COBBLESTONE SPLASHPAD	EACH	6	_____	_____
PEOR0030	DOWNSPOUT DIFFUSER	EACH	4	_____	_____
PEOR0031	FRENCH DRAIN (SPECIAL)	FOOT	176	_____	_____
PEOR0032	STORM SEWER, CLASS B, TYPE 2 (CPE), 6"	FOOT	51	_____	_____
PEOR0033	STORM SEWER, CLASS B, TYPE 2 (CPE, PERF.), 8"	FOOT	272	_____	_____
PEOR0034	STORM SEWER, CLASS B, TYPE 2 (CPE, PERF.), 12"	FOOT	44	_____	_____
PEOR0035	STORM SEWER, N-12 FLEX (FINE SLOT), 8"	FOOT	123	_____	_____
PEOR0036	EARTHWORK, COMPLETE	L. SUM	1	_____	_____
PEOR0037	HOT-MIX ASPHALT FULL DEPTH PATCH	SQ. YD.	4	_____	_____
PEOR0038	NATIVE PERENNIALS AND GRASSES PLANTING, COMPLETE	L. SUM	1	_____	_____
PEOR0039	NATIVE SEEDING AND PLUG PLANTING	SQ. YD.	3389	_____	_____
PEOR0040	NATIVE SEEDING	SQ. YD.	10404	_____	_____
PEOR0041	NATIVE PLANTINGS EXTENDED MAINTENANCE	YEARS	3	_____	_____
X0323569	STEEL POST REMOVAL	EACH	1	_____	_____
X0327727	PLANTER REMOVAL	EACH	1	_____	_____
X1200235	REMOVE EXISTING RIP-RAP	SQ. YD.	269	_____	_____
X5091765	PIPE HANDRAIL (SPECIAL)	FOOT	104	_____	_____
X6061005	P.C.C. CURB, TYPE B (SPECIAL)	FOOT	51	_____	_____
X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L. SUM	1	_____	_____
Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	_____	_____

**TOTAL BID AMOUNT** \$1,323,000.00

in writing One Million, Three Hundred Twenty Three Thousand Dollars.

Item #	Description	UNIT	QTY	Unit/\$	Total
20100110	TREE REMOVAL (6-15 UNITS DIAMETER)	UNT	28	\$ 79.74	\$ 2,232.72
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNT	60	\$ 90.37	\$ 5,422.20
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	844	\$ 7.52	\$ 6,346.88
42400800	DETECTABLE WARNINGS	SF	248	\$ 43.23	\$ 10,721.04
44000100	PAVEMENT REMOVAL	SY	1,317	\$ 28.85	\$ 37,995.45
44000500	COMBINATION CURB AND GUTTER REMOVAL	FT	617	\$ 30.32	\$ 18,707.44
44000600	SIDEWALK REMOVAL	SF	1,609	\$ 9.67	\$ 15,559.03
550B0340	STORM SEWER CLASS B TYPE 2 (CPE) - 12"	FT	40	\$ 133.32	\$ 5,332.80
55100200	STORM SEWER REMOVAL - 6"	FT	134	\$ 38.49	\$ 5,157.66
60218300	MANHOLES TYPE A 4' DIA. TYPE 1 FRAME OPEN LID	EA	1	\$ 6,576.01	\$ 6,576.01
60218400	MANHOLES TYPE A 4' DIA. TYPE 1 FRAME CLOSED LID	EA	1	\$ 6,646.15	\$ 6,646.15
60236200	INLETS TYPE A TYPE 8 GRATE	EA	2	\$ 2,821.66	\$ 5,643.32
60603800	COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.12	FT	333	\$ 76.55	\$ 25,491.15
60604400	COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.18	FT	232	\$ 99.15	\$ 23,002.80
67100100	MOBILIZATION	LS	1	\$ 19,791.08	\$ 19,791.08
78001100	YELLOW PAINT PAVEMENT MARKINGS LETTERS & SYMBOLS	SF	18	\$ 11.16	\$ 200.88
78001110	YELLOW PAINT PAVEMENT MARKINGS 4" LINE	FT	452	\$ 1.59	\$ 718.68
78001150	WHITE PAINT PAVEMENT MARKINGS 12" LINE	FT	390	\$ 2.92	\$ 1,138.80
PEOR0001	COBBLESTONE REMOVAL AND SALVAGE	SY	36	\$ 166.56	\$ 5,996.16
PEOR0002	BOULDER RELOCATION	EA	2	\$ 164.31	\$ 328.62
PEOR0003	COMBINATION CONCRETE CURB / PAVEMENT REMOVAL (SPL)	FT	65	\$ 73.10	\$ 4,751.50
PEOR0004	EROSION CONTROL (SPECIAL)	LS	1	\$ 20,765.32	\$ 20,765.32
PEOR0005	REMOVE AND RELOCATE SIGNS (SPECIAL)	EA	5	\$ 483.26	\$ 2,416.30
PEOR0006	REMOVE AND SALVAGE SIGNS (SPECIAL)	EA	4	\$ 164.32	\$ 657.28
PEOR0007	CONCRETE BOLLARD W/ ACCESSIBLE SIGN	EA	4	\$ 903.67	\$ 3,614.68
PEOR0008	IRRIGATION REMOVAL	LS	1	\$ 5,404.91	\$ 5,404.91
PEOR0009	FLAGPOLE REMOVAL	LS	1	\$ 2,827.39	\$ 2,827.39
PEOR0010	30' FLAGPOLE	LS	1	\$ 10,188.64	\$ 10,188.64
PEOR0011	SUBBASE GRANULAR MATERIAL TYPE B 4" (SPECIAL)	SF	4,750	\$ 2.91	\$ 13,822.50
PEOR0012	SUBBASE GRANULAR MATERIAL TYPE B 4" (SPECIAL)	SY	1,472	\$ 18.62	\$ 27,408.64
PEOR0013	SUBBASE GRANULAR MATERIAL TYPE B 6" (SPECIAL)	SF	348	\$ 9.97	\$ 3,469.56
PEOR0014	APPROACH SLAB AGGREGATE	CY	7	\$ 561.68	\$ 3,931.76
PEOR0015	PCC COMB. CURB/SIDEWALK 4" W/ MACRO FIBER REINFORC	SF	669	\$ 22.20	\$ 14,851.80
PEOR0016	PCC SIDEWALK 4" W/ MACRO FIBER REINFORCEMENT (SPL)	SF	3,885	\$ 9.96	\$ 38,694.60
PEOR0017	PCC SINGLE-RISER STEP W/ MACRO FIBER REINFORCEMEN	SF	196	\$ 30.07	\$ 5,893.72
PEOR0018	PCC COMBO. RAMP/RAISED SIDEWALK-WALL W/ MACRO FIBE	SF	310	\$ 41.31	\$ 12,806.10
PEOR0019	AGGREGATE SURFACE COURSE 3" (SPECIAL)	SY	1,472	\$ 81.30	\$ 119,673.60
PEOR0020	PCC STAIRS W/ MACRO FIBROUS REINFORCEMENT	SF	38	\$ 296.84	\$ 11,279.92
PEOR0022	PCC PAVEMENT 8" W/ MACRO FIBROUS REINFORCEMENT	SY	844	\$ 90.95	\$ 76,761.80
PEOR0023	AGGREGATE BASE COURSE TYPE B 6" (SPECIAL)	SY	844	\$ 25.26	\$ 21,319.44
PEOR0024	PERMEABLE PAVERS	SY	469	\$ 166.82	\$ 78,238.58
PEOR0025	AGGREGATE CHOKER COURSE - 8"	SY	574	\$ 30.97	\$ 17,776.78
PEOR0026	AGGREGATE STORAGE COURSE - 30"	SY	574	\$ 73.77	\$ 42,343.98
PEOR0027	TRIAxIAL GEOGRID (SPECIAL)	SY	1,208	\$ 8.40	\$ 10,147.20
PEOR0028	GEOTECHNICAL FABRIC (SPECIAL)	SY	574	\$ 9.94	\$ 5,705.56
PEOR0029	COBBLESTONE SPLASHPAD	EA	5	\$ 962.54	\$ 4,812.70
PEOR0030	DOWNSPOUT DIFFUSER	EA	3	\$ 1,084.90	\$ 3,254.70

PEOR0031	FRENCH DRAIN (SPECIAL)	FT	176	\$ 129.95	\$ 22,871.20
PEOR0032	STORM SEWER CLASS B TYPE 2 (CPE) - 6"	FT	51	\$ 84.11	\$ 4,289.61
PEOR0033	STORM SEWER CLASS B TYPE 2 (CPE - PERF) - 8"	FT	272	\$ 51.69	\$ 14,059.68
PEOR0034	STORM SEWER CLASS B TYPE 2 (CPE - PERF) - 12"	FT	44	\$ 86.45	\$ 3,803.80
PEOR0035	STORM SEWER N-12 FLEX (FINE SLOT) - 8"	FT	102	\$ 52.63	\$ 5,368.26
PEOR0036	EARTHWORK COMPLETE	LS	1	\$ 97,095.16	\$ 97,095.16
PEOR0037	HOT-MIX ASPHALT FULL DEPTH PATCH	SY	4	\$ 465.12	\$ 1,860.48
PEOR0038	NATIVE PERENNIALS AND GRASSES PLANTING COMPLETE	LS	1	\$ 45,183.33	\$ 45,183.33
PEOR0039	NATIVE SEEDING AND PLUG PLANTING	SY	3,389	\$ 23.39	\$ 79,268.71
PEOR0040	NATIVE SEEDING	SY	10,404	\$ 11.57	\$ 120,374.28
PEOR0041	NATIVE PLANTINGS EXTENDED MAINTENANCE	YEAR	3	\$ 33,843.91	\$ 101,531.73
X0323569	STEEL POST REMOVAL	EA	1	\$ 359.93	\$ 359.93
X0327727	PLANTER REMOVAL	EA	1	\$ 328.62	\$ 328.62
X1200235	REMOVE EXISTING RIPRAP	SY	269	\$ 38.20	\$ 10,275.80
X5091765	PIPE HANDRAIL (SPECIAL)	FT	104	\$ 239.21	\$ 24,877.84
X6061005	PCC CURB TYPE B (SPECIAL)	FT	51	\$ 222.10	\$ 11,327.10
X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LS	1	\$ 1,966.80	\$ 1,966.80
Z0013798	CONSTRUCTION LAYOUT	LS	1	\$ 12,329.84	\$ 12,329.84
<b>TOTALS</b>					<b>\$ 1,323,000.00</b>

Addenda Acknowledged: #1 (2/17/2023)

**PROPOSAL BID FORM**

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Bond
  - B. Subcontractor Utilization Statement
  - C. MBE/WBE Participation Waiver Request (if necessary)
  - D. Qualifications Statement
  - E. Bidders Certification – Document 00454
  - F. Health Safety and Welfare Affidavit – Document 00456

PROPOSAL BID FORM

ARTICLE 8 – BID SUBMITTAL

BIDDER:

Otto Baum Company, Inc.

By:

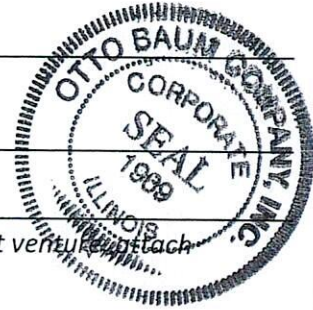
[Signature]

*[Handwritten Signature]*

[Printed name]

Terry Baum

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)



Attest:

[Signature]

*[Handwritten Signature]*

[Printed name]

Stephanie Cobb

Title:

Corporate Secretary

Submittal Date:

2/23/2023

Address for giving notices:

866 N. Main Street

Morton, IL 61550

Telephone Number:

309-266-7114

Fax Number:

N/A

Contact Name and e-mail address:

Tim Gillette

timgillette@ottobaum.com

Bidder's License No.:

N/A

*(where applicable)*



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Otto Baum Company, Inc.  
866 N Main St  
Morton, IL 61550

**SURETY (Name, and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER (Name and Address):** City of Peoria, 3505 N Dries Lane, Peoria, IL 61604

**BID**

Bid Due Date: February 23, 2023

Description (Project Name— Include Location): Naive Plants, Walking Paths, and Accessible Entrance  
3505 N Dries Lane, Peoria, IL 61604

**BOND**

Bond Number: n/a

Date: February 23, 2023

Penal sum Five Percent of Amount Bid

\$ (5%)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Otto Baum Company, Inc.


Bidder's Name and Corporate Seal

**SURETY**

Travelers Casualty and Surety  
Company of America

Surety's Name and Corporate Seal

By:

  
Signature

Terry L Baum  
Print Name

President  
Title

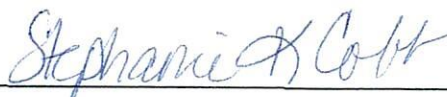


  
Signature (Attach Power of Attorney)

Miranda Leininger  
Print Name

Attorney-in-Fact  
Title

Attest:

  
Signature  
Corporate Secretary  
Title

Attest:

see attached notary  
Signature  
Title

**BID BOND**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

STATE OF ARIZONA

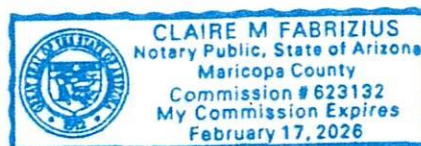
COUNTY OF MARICOPA

On this 23<sup>rd</sup> day of February, 2023, before me personally appeared Miranda Leininger with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT and that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.

  
\_\_\_\_\_  
Claire M Fabrizius

NOTARY STAMP

My commission expires:





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Miranda Leininger** of **FRISCO** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

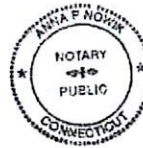
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **February**, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**PROPOSED PRODUCT SUBSTITUTIONS**

**PROPOSED PRODUCT SUBSTITUTIONS**

1. The Total Base Bid Amount includes only those products specified in the Bidding Documents. Following is a list of substitute products which Bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Total Bid Amount.
2. Bidder understands that the acceptance of any proposed substitution is at the Owner's option. Approval or rejection of any substitutions listed below will be indicated after executing the Contract.
3. **PRODUCT SUBSTITUTION LIST**

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
Bid includes Kafka Granite <b>RUSTIC</b> color.	n/a	n/a
If City chooses Kafka Granite <b>CHERRY CREEK</b> color.	<b>\$12,600</b> (\$45 per ton)	
If City chooses Kafka Granite <b>PEWTER</b> color.	<b>\$19,600</b> (\$70 per ton)	
If City chooses Kafka Granite <b>IMPERIAL GRAY</b> color.	<b>\$23,800</b> (\$85 per ton)	

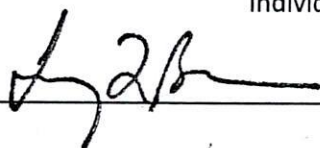
4. Bidder's proposal shall be in accordance with the provisions of Section 01630 - Product Substitution Procedures.

5. **EVALUATION**

Contract award will be made in accordance with Instructions to Bidders. Only the successful Bidder's Proposed Product Substitution List will be evaluated.

6. **SIGNATURE OF BIDDER**

Otto Baum Company, Inc.  
Individual or Corporate Name

By  -Terry Baum

Address 866 N. Main Street

Morton, IL 61550





## CITY OF PEORIA SUBCONTRACTOR UTILIZATION STATEMENT

**Section I (select all that apply)**

MBE/WBE Subcontractor(s) will be utilized on this project  
 Non MBE/WBE Subcontractor(s) will be utilized on this project

**Section II  
PRIME CONTRACTOR**

Name: Otto Baum Company, Inc.  
 Address: 866 N. Main St, Morton, IL 61550  
 Phone: 309-266-7114  
 Contact Person: Tim Gillette  
 Email: timgillette@ottobaum.com

**PROJECT**

Native Plants, Walking Path,  
And Accessible Entrance  
 Total Contract Value: \$1,323,000.00

Ownership Status: MBE  WBE  M/WBE  Non-M/WBE

**Section III: Selected Subcontractors**

PLEASE SEE ATTACHED

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
<b>TOTALS</b>				

*\*If more than seven firms are utilized, please copy the form and attach the additional information.*

**Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)**

Subcontractor Name	Scope of Work Bid	Denial Reason

*\*If more than seven firms submitted quotes, please copy the form and attach the additional information.*

For Office Use Only

Reviewed by: \_\_\_\_\_

**Section V: Subcontractors Contacted (M/WBE Only)**

Subcontractor Name	Method of Contact (include contact info)	Contact Outcome

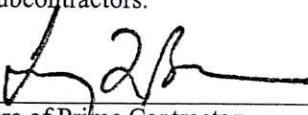
*\*If more than seven firms were contacted, please copy the form and attach the additional information.*

**Section VI**

The City of Peoria is committed to promoting equal opportunity and has established the following subcontractor utilization goals for city funded construction projects: 10% MBE and 5% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

**This form must be completed and submitted with bid proposals.** ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

  
\_\_\_\_\_  
Signature of Prime Contractor

2/23/2023  
\_\_\_\_\_  
Date

Org.: May 2008  
Revised: January 30, 2023

For Office Use Only  
Reviewed by: \_\_\_\_\_

**Section III: Selected Subcontractors**

Subcontractor Name	MBE, WBE, or Non-M/WBE	Amount	% of Total Contract	Scope of Work
Beer Brothers Concrete Cutting & Coring	Non-M/WBE	\$ 9,182.00	0.69%	asphalt & concrete saw cutting
Tazewell County Asphalt	Non-M/WBE	\$ 1,750.00	0.13%	asphalt full depth patch
Durdal & Sons Tree Service	Non-M/WBE	\$ 9,760.00	0.74%	tree removal
Stephens Striping & Signs, LLC	Non-M/WBE	\$ 5,190.00	0.39%	striping
Interlock Brick Paving	Non-M/WBE	\$ 99,854.61	7.55%	permeable pavers
Millennia Professional Services	MBE	\$ 11,000.00	0.83%	testing
Central Landscaping	WBE	\$ 325,742.00	24.62%	landscaping
JD Traffic	WBE	\$ 1,850.00	0.14%	traffic control
Kelley Ironworks	WBE	\$ 23,400.00	1.77%	handrail
Central IL Consulting	WBE	\$ 9,525.00	0.72%	construction layout
<b>TOTALS</b>		\$ 497,253.61	37.59%	

**Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)**

Subcontractor Name	Scope of Work Bid	Denial Reason
Lizz Trucking (MBE)	trucking	Will not be able to provide adequate qty of trucks.
Searle Trucking (WBE)	trucking	Will not be able to provide adequate qty of trucks.
Alexander Brothers Construction Co. (MBE)	trucking layout	Pricing was too high compared to other bids.
Millennia Professional Services (MBE)	layout	Central IL Consulting provided a lower price.

**Section V: Subcontractors Contacted (M/WBE Only)**

Subcontractor Name	Method of Contact	Contact Outcome
Dunbar Transfer (WBE)	Emailed Twice	No response.
Leo Brown Trucking (MBE)	Emailed Twice	No response.
N.E. Rudd Trucking (WBE)	Emailed Twice	No response.
Kerry Brown Trucking (MBE)	Emailed Twice	No response.
E. Davis Trucking (MBE)	Emailed Twice	No response.
CNS Forestry & Landscaping (WBE)	Emailed Twice	No response.
Buddy's Ground Maintenance (MBE)	Emailed Twice	No response.
CIL Landscaping (WBE)	Emailed Twice	No response.
Traffic Management, Inc. (MBE)	Emailed Twice	No response.





CITY OF PEORIA

CITY OF PEORIA  
MBE/ WBE PARTICIPATION WAIVER REQUEST

A. BIDDER/ PROPOSER HEREBY REQUESTS:

MBE WAIVER

WBE WAIVER

B. REASON FOR WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for an MBE or WBE waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Equal Opportunity Office no later than three (3) days after submission date.

(1) No MBEs/ WBEs responded to our invitation to bid.

(2) No subcontracting opportunities exist on this project. (Attach explanation)

(3) The award of subcontract(s) is unachievable. (Attach explanation)

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Attach explanation)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/ WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach explanation)

(2) Followed up with initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach explanation)

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Attach explanation)

(4) Used the services and assistance of the Equal Opportunity Office staff. (Attach explanation)

(5) Engaged MBEs & WBEs for indirect participation. (Attach explanation)

FOR OFFICE USE ONLY

APPROVED

DISAPPROVED

REVIEWED BY (1)

DATE

3.7.23

(2)

DATE

03/07/23

Journal Star



Journal Star

Publication Name:  
**Journal Star**

Publication URL:  
[www.PJStar.com](http://www.PJStar.com)

Publication City and State:  
**Peoria, IL**

Publication County:  
**Peoria**

Notice Popular Keyword Category:

Notice Keywords:  
**bid advertisement**

Notice Authentication Number:  
**202302220823291756203  
2918793862**

Notice URL:



Notice Publish Date:  
**Wednesday, February 22, 2023**

**Notice Content**

Notice to Disadvantaged Bu-sinesses: Otto Baum Com-pany, Inc. 866 N. Main Street, Morton, IL 61550. Email: [estimating@ottobaum.com](mailto:estimating@ottobaum.com) Phone: 309-266-7114. We are seeking quotes from Disadvantaged Business En-terprises for the 2023 Native Planting, Walking Paths & Accessible Entrance at Pub-lic Works. We are looking for subcontractors for the following trades: Landscaping, Pipe handrail, Traffic Con-trol, Construction layout, Paver installation, Striping, Tree removal. All disadvantaged businesses interested, please contact us at: [estimating@ottobaum.com](mailto:estimating@ottobaum.com). Negotiations must be completed by the projects bid date of February 23rd, 2023. Otto Baum Company, Inc. is an equal opportunity employer and will choose subcontractors based upon the lowest, responsible bidders.

[Back](#)



**BIDDER QUALIFICATION STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**BIDDER QUALIFICATION STATEMENT**

**1. SUBMITTED BY:**

Official Name of Firm: Otto Baum Company, Inc.

Address: 866 N. Main Street

Morton, IL 61550

**2. SUBMITTED TO:**

Owner: City of Peoria

Project Name: Public Works Facility  
Native Plants, Walking Paths, and Accessible Entrance

**TYPE OF WORK:** Sitework - P.C. Concrete Pavement, P.C.C. Sidewalk, Aggregate Surface Course, Permeable Pavers, Native Seeding, Native Planting, Earthwork, and Storm Sewer.

**3. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: John Basham

Title: Vice President

Phone: 309-266-7114

Email: johnbasham@ottobaum.com

**4. AFFILIATED COMPANIES:**

Name: N/A

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER QUALIFICATION STATEMENT**

**5. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of Organization: Illinois

Date of Organization: 10/1/1959

Executive Officers:

- President: Terry Baum

- Vice President(s): John Basham, Dan Bagley

- Treasurer: Scott Wallace

- Secretary: Stephanie Cobb



**BIDDER QUALIFICATION STATEMENT**

LIMITED LIABILITY COMPANY

State of Organization:

---

Date of Organization:

---

Members:

---

---

---

JOINT VENTURE

Sate of Organization:

---

Date of Organization:

---

Form of Organization:

---

Joint Venture Managing Partner

- Name:

---

- Address:

---

---

Joint Venture Managing Partner

- Name:

---

- Address:

---

---

Joint Venture Managing Partner

- Name:

---

- Address:

---

---

**BIDDER QUALIFICATION STATEMENT**

**6. LICENSING**

Jurisdiction: N/A

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**7. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_

**8. BONDING INFORMATION**

Bonding Company: Traveler's Casualty & Surety CO of AM

Address: 940 W. Port Plaza Drive #450  
Maryland Heights, MO 61346

Bonding Agent: Glenn Allen Insurance & Surety

Address: 10625 N. County Road  
Frisco, TX 75033

Contact Name: David Buckman

Phone: 469-430-1451

Aggregate Bonding Capacity: \$150M

Available Bonding Capacity as of date of this submittal: \$100M

**BIDDER QUALIFICATION STATEMENT**

**9. CONSTRUCTION EXPERIENCE:**

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NAME OF ORGANIZATION: Otto Baum Company, Inc.

BY: [Signature]

TITLE: President

DATED: 2/23/2023

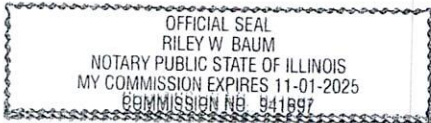
NOTARY ATTEST: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 23rd DAY OF February, 2023

NOTARY PUBLIC - STATE OF Illinois

MY COMMISSION EXPIRES: 11/1/2025



**REQUIRED ATTACHMENTS**

1. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
2. Additional items as pertinent.

**BIDDER'S CERTIFICATION**  
**BIDDER'S CERTIFICATION**

IN COMPLIANCE WITH ARTICLE 33E TO THE "CRIMINAL CODE OF 1961"

I Terry Baum, do hereby certify that:  
Name

1. I am President of the Otto Baum Company, Inc.  
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

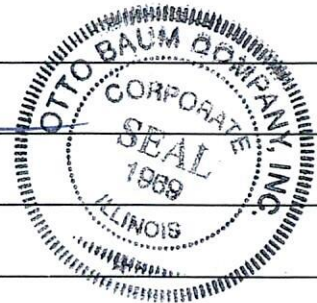
Name of Firm Otto Baum Company, Inc.

Signature [Handwritten Signature]

Title President

Date 2/23/2023

Corporate Seal (where appropriate)



On this 23rd day of February, 2023,

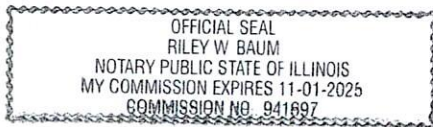
before me appeared (Name) Terry Baum  
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

state that he or she was properly authorized by (Name of Firm) Otto Baum Company, Inc.

\_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public [Handwritten Signature] Commission Expires 11-1-2025

Notary Seal



END OF DOCUMENT



**HEALTH SAFETY & WELFARE AFFIDAVIT**

(This Affidavit must be executed)

STATE OF Illinois )  
 ) SS  
COUNTY OF Tazewell )

Terry Baum

being first duly sworn, deposes and says that he is President  
(Sole Owner, a Partner, President, Secretary, etc.) of Otto Baum Company, Inc.

\_\_\_\_\_ the party making the foregoing proposal or bid; that said Bidder has not received any citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, Occupational Safety & Health Administration (OSHA), Family Medical Leave Act (FMLA), Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), National Labor Relations Act (NLRA), the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. If said Bidder has received any of the aforementioned violations, he shall include (as an attachment to this Affidavit) a complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers.

Any Bidder who willfully fails or refuses to include the information required in the preceding paragraph, or whose report is substantially incomplete, inaccurate, or untruthful, shall be disqualified and its bid rejected.

The OWNER may reject any bid and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:

That there has been a finding, determination, or judgment by an agency of the state or federal government charged with the responsibility of enforcing laws and regulations which protect the health, safety, or welfare of workers, as enumerated above, or otherwise, that the bidder has violated such a statute or regulations, and that such violation was:

1. found to have been part of a pattern of similar violations, or one of three or more similar violations committed within the two years immediately preceding the submission of the bid, or
2. classified by an agency of the state or federal government as serious, or
3. one which threatened the health or safety of the workers employed by the bidder, or
4. one resulting in the payment of back wages and benefits of \$5,000 or more, or
5. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.



Affiant

Subscribed and sworn to before me this 23rd day of February, 2023.



Notary Public

My Commission Expires: 11-1-2025

END OF DOCUMENT



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 0335

Otto Baum Company, Inc.  
866 N. Main Street Morton, IL 61550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$98,776,000.00

001	EARTHWORK	\$6,000,000
002	PCC PAVING	\$8,350,000
012	DRAINAGE	\$3,200,000
017	CONCRETE CONSTRUCTION	\$6,000,000
08A	AGGREGATE BASES & SURF. (A)	\$2,375,000
09A	HIGHWAY STRUCTURES	\$5,350,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/13/2022 TO 4/30/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/14/2022.

  
Engineer of Construction

## **Equal Employment Opportunity**

### **EEO CONTRACT COMPLIANCE CLAUSE**

It is hereby declared to be the public policy of the City of Peoria, that it will not execute a contract for goods and/or services with any individual, business enterprise, supplier/vendor; maintain a financial relationship with any financial institution; or use the services of any labor organization or member thereof found to be in violation of the provisions of the Municipal Code for the City of Peoria, Chapter 17, Article III, Division 4, Section 17-118.

This clause covers contractors, vendors, suppliers, borrowers and/or recipients of city resources, purchasers and/or developers of city owned property, and any other individuals or entities providing goods and/or services to the City of Peoria; and are hereinafter referred to as "Contractor."

If any Contractor conducting business with the City of Peoria fails to comply with the fair employment and affirmative action provisions of Chapter 17, Article III, Division 4 of the municipal code (hereinafter Chapter 17), the city, at its option, may do any or all of the following:

- (1) Cancel, terminate, or suspend the contract in whole or in part;
- (2) Declare the contractor ineligible for further contracts for one calendar year;
- (3) The Fair Employment and Housing Commission (hereinafter FEHC), in accordance with its rules and regulations, shall have the power to impose a penalty upon any Contractor failing to comply with Chapter 17 in an amount not less than \$50.00; nor more than as provided in Chapter 1, Section 1-5 of the municipal code, for each day that the Contractor fails to comply, upon a specific finding of such violation. The FEHC may order a Contractor found guilty of failure to comply with the provisions of Chapter 17 to pay all or a portion of the legal costs incurred by the city as a result of prosecution of such violations. Penalties assessed under this clause may be recovered from the Contractor by setoff against unpaid portion of the contract price; and
- (4) Such other sanctions as may be imposed by the FEHC pursuant to the provisions of Chapter 17 and other applicable ordinance provisions of the municipal code.

During the performance of this contract, the Contractor agrees:

- (A) That it 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 and/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 provisions of Peoria City Code, Chapter 17 and will require any subcontractor to submit to the City of Peoria a written commitment to comply with this division. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral, and selection of job applicants, prospective job applicants, members, or prospective contractors.

The Contractor agrees that the provisions of Chapter 17, of the Municipal Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.
- (D) That during the performance of this contract, the Contractor will maintain its eligibility status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) 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, sex, religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice

advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) and/or the FEHC for the City of Peoria.

- (G) That it will submit reports as required and furnish all relevant information as may from time to time be requested the EOO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EOO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding 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 EOO and/or FEHC in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the EOO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.
- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.
- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any

location under their control where segregated facilities are maintained.

As used in this document, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, religion, color, national origin, because of habit, local custom, or otherwise.

(Revised 01/04)

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE (M/WBE) PARTICIPATION  
REQUIREMENTS FOR GOOD-FAITH EFFORTS**  
(Projects exceeding \$50,000)



**I. Description of Program**

- A. It is the policy of the City of Peoria to encourage participation of M/WBE's on all city-funded construction projects. In complying with this clause bidders are required, when subcontracting opportunities are available, to make a good-faith effort to meet the goals established for M/WBE participation. The participation goals are cited in Section VI on the Subcontractor Utilization Statement.
- B. Failure to submit the documentation requested in Sections II and III of this document may cause (1) the bid to be rejected and determined non-responsive; (2) subject the bidders to the sanctions described in Section VIII.

**II. Pre-Bid Efforts when Awarding Subcontracts**

- A. Bidders are required to contact and solicit, in writing, bids from M/WBEs for available subcontracting. In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. The name of each company contacted, the date and method must be submitted with bid documents. The low bidder shall provide to the City of Peoria, upon request, copies of faxes, letters, and e-mails sent to M/WBEs.
- B. Bidders who are a MBE or WBE are not exempt from soliciting bids for available subcontracting. The bidder is required to contact, in writing, firms that will help the bidder meet the participation goal for the targeted group opposite to which the bidder belongs. If the bidder is identified as both a MBE and WBE, the participation goals shall be deemed to have been met.
- C. In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. A list containing the name of each company contacted, the date and method must be submitted with bid documents. The low bidder shall provide to the City of Peoria, upon request, copies of faxes, letters, and e-mails sent to M/WBEs.

**III. Good-Faith Efforts Documentation when Utilizing Subcontractors**

- A. All Bidders must provide proof of its compliance with the pre-bid requirements and good-faith efforts to the City. Both the pre-bid documentation and the support documentation requested below must be submitted with bid documents.
  - 1. All Bidders must submit a properly completed **"Subcontractor Utilization Statement."** All Bidders must provide the scope of work to be performed, the



dollar amount to be paid, and the percentage amount of the contract for each company listed.

2. All Bidders must submit a list of qualified M/WBE's who submitted proposals but will not be utilized. This list must include a justification for not accepting the proposed bid.
- B. Disputes arising from the enforcement of these requirements will be resolved by the Equal Opportunity Office.

**IV. Waiver Requirements When Self-Performing All Work**

- A. All bidders will make every effort to make subcontract opportunities available to M/WBEs. However, if such an opportunity cannot be made available, the Bidder must seek a waiver by submitting "**M/WBE Participation Waiver Request.**" The waiver request must be submitted to the City of Peoria with bid documents.
- B. For the M/WBE waiver request to receive consideration, the following supportive documentation that applies must accompany the form:
1. A narrative describing the Bidder's good faith efforts to secure M/WBE participation prior to bid opening.
  2. A notarized affidavit attesting the Bidder did not receive inquiries or proposals from qualified M/WBEs in response to the required notification prior to bid opening.
- C. A written explanation for why the Bidder believes no subcontracting opportunities exist. If the City of Peoria determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.
- D. A written explanation for why the Bidder believes it is impracticable to award any subcontract(s) on the project in question. If the Equal Opportunity Office determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.

**V. Change In Use of Subcontractors or Self-Performance Status**

- A. Before the General Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement or its declared intent to self-perform, it must submit a completed **Notification of Change in Participation** form to the City of Peoria. Upon notification construction on the project may be delayed or halted until a review is conducted by the Equal Opportunity Office.
- B. Regarding a self-performance change, if a subcontracting opportunity has been made available, the General Contractor must identify all good faith efforts made to meet the M/WBE participation goals, unless the change was due to an emergency.

**VI. Procedures for Counting M/WBE Participation toward Goals (based upon Department of Transportation regulations)**

- A. When an M/WBE participates in a contract, count only the value of the work actually performed by the M/WBE toward M/WBE participation goals.
1. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (i)(2) of this section) that is performed by the

- M/WBE's own forces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).
2. Count the entire amount of fees or commissions performed by an M/WBE firm towards M/WBE goals if that firm provides the Apparent Low Bidder a bona fide professional, technical, consultant, or managerial service or provides bonds or insurance specifically required in a City of Peoria contract.
  3. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal, but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.
- B. When an M/WBE participates in a joint venture on a City contract, only count the dollar value of the portion of the work that the M/WBE performs with its own forces toward M/WBE goals.
- C. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
1. An M/WBE performs a commercially useful function when it is responsible for performing, managing, and supervising its contracted work; moreover, with respect to materials and supplies used on the contract, it must also be responsible for negotiating its price, and purchasing and managing those supplies.
  2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. It should be noted that an effort contrived to give the appearance of M/WBE participation is not considered a good faith effort and is considered an ethical violation that is subject to sanctions outlined in section V.
  3. If an M/WBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, you must presume that it is not performing a commercially useful function and the dollar amount of that work will not count toward the M/WBE goals.
  4. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (iii)(3) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.
  5. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
    - i. The M/WBE trucking company must manage and supervise the trucking work it is being paid to perform. A contrived arrangement for the purpose of giving the appearance of meeting M/WBE goals is not considered a good faith effort.
    - ii. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.
    - iii. The M/WBE trucking company receives credit for the total dollar value of the transportation services it provides on the contract using trucks it owns,

- insures, and operates.
- iv. The M/WBE trucking company may lease trucks from another M/WBE trucking firm, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE receives total credit for the dollar value of the transportation services the M/WBE trucking lessee provides on the contract.
  - v. The M/WBE trucking company may also lease trucks from a non-M/WBE trucking firm, including an owner-operator. The M/WBE who leases trucks from a non-M/WBE is only entitled to credit for the fee or commission it receives as a result of the lease arrangement. The M/WBE does not receive credit for the total dollar value of the transportation services provided by the lessee since these services are not provided by an M/WBE.
  - vi. A lease agreement with an M/WBE trucking firm must indicate that the M/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the M/WBE, so long as the lease gives the M/WBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the M/WBE.
6. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:
- i. If the materials or supplies are obtained from an M/WBE manufacturer, count 100% of the cost of the materials or supplies toward M/WBE goals.  
Note: For purposes of this paragraph (v)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - ii. If the materials or supplies are purchased from an M/WBE regular dealer, count 60% of the cost of the materials or supplies toward M/WBE goals.  
Note: For purposes of this section, a regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are brought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (1) *To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.*
    - (2) *A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (v)(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.*
    - (3) *Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the*

*meaning of the paragraph (v)(2).*

- iii. If materials or supplies are purchased from an M/WBE which is neither a manufacturer nor a regular dealer, count only 5% of the contract amount toward the M/WBE goals.

**VII. Record Keeping and Reporting**

- A. The General Contractor and subcontractors agree to maintain records demonstrative of its good faith efforts to comply with the participation goals attached to the project. This would include, but not limited to, names of M/WBEs and non-minority firms awarded subcontracts, including dollar amount of the contract, payments to subcontractors, and weekly certified payroll reports. These records shall be made available to the City of Peoria.
- B. 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 at [webnfo@eprismsoft.com](mailto:webnfo@eprismsoft.com) or 309/692-6400.

**VIII. Sanctions**

- A. The Equal Opportunity Office may recommend the rejection of the apparent low bid where the information submitted by the Apparent Low Bidder fails to objectively demonstrate compliance with the M/WBE Good-Faith Efforts requirements. The Apparent Low Bidder will be notified of this decision and the reasons in writing. The Apparent Low Bidder may request a hearing within five (5) business days of this notice. The request must be submitted to the Equal Opportunity Office. The hearing will be held no later than seven (7) business days after receipt of request. The City Manager or designee will conduct all hearings.
- B. Upon a finding that any party has not complied with the provisions of this clause, any one or a combination of the following actions may be taken:
  - 1. Declare the Apparent Low Bidder non-responsive and therefore ineligible for contract award.
  - 2. Declare the Apparent Low Bidder ineligible for further contracts for a calendar year.
  - 3. File a formal complaint against Apparent Low Bidder, and/or subcontractor with the Fair Employment and Housing Commission.

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04/17/12

## **HUMAN RIGHTS ACT**

The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act, including Public Act 87-1257 (effective July 1, 1993) which requires that every bidder shall have a written sexual harassment policy that includes, at a minimum, the following information:

- a. The illegality of sexual harassment;
- b. The definition of sexual harassment under State law;
- c. A description of sexual harassment, utilizing examples;
- d. The bidder's internal complaint process including penalties;
- e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
- f. Directions on how to contact the Department and the Commission;
- g. Protection against retaliation as provided in the Act.

Bidders are hereby placed on notice, a copy of its policy shall be provided to the Department upon request.

SAXI-93  
effective 7-1-93  
per Legal Dept

## **General Conditions**

### **REFERENCE TO IDOT STANDARD SPECIFICATIONS**

The Illinois Department of Transportation - Standard Specifications for Road and Bridge Construction, Latest Edition and the Supplementary Specifications and Recurring Special Provisions, Latest Edition, henceforth be referred to as IDOT Standard Specifications, shall govern the construction of the work under this contract and shall be considered a part of the drawings, specifications and contract documents for this improvement. The General Conditions, Special Provisions, and Plans shall govern the work in the event of a conflict with the Standard Specifications. The project shall comply with all other requirements of the IDOT Standard Specifications in reference to materials and performance.

### **CITY ENGINEER, RESIDENT ENGINEER, AND DESIGN ENGINEER**

As defined in Article 101.16 of the Standard Specifications, the City Engineer of the City of Peoria is the Engineer referenced in the contract documents. The Resident Engineer/Resident Technician shall be identified by the Engineer at the initial project meeting and designated as the Engineer's Representative. The City of Peoria may also retain a consulting engineer to provide services on behalf of the Engineer during construction of the improvements. These persons and their responsibilities will be identified at the initial project meeting.

The City of Peoria hired a consulting engineer to evaluate the existing conditions and design the proposed improvements. The plan drawings and specifications were prepared under the direction of the Professional Engineer whose seal is on the plan coversheet. That person is the Design Engineer. Questions about the designer's intent shall be directed to the Engineer's Representative. The Engineer's Representative and/or City Engineer will consult the Design Engineer as necessary regarding the designer's intent and potential modifications to these plans that alter the designer's intent.

### **PROPERTY OWNER CONSIDERATIONS**

The City of Peoria is the Owner of the property on which the work is to be performed.

### **CONTRACT TIME**

The work shall be completed and ready for final payment by August 11<sup>th</sup>, 2023 based on a Notice to Proceed date not later than March 30<sup>th</sup>, 2023.

### **LIQUIDATED DAMAGES**

It is understood and agreed that TIME is of the essence on this Contract, and that a failure on the part of

the Contractor to complete the work under this Contract within the time specified will result in loss and damage to the City; and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. It is, therefore, covenanted and agreed that in case the Contractor shall fail or neglect to complete the work herein specified on or before the date herein fixed for completion, together with any extensions of time which may be granted, the said Contractor shall and will pay to the City for each and every calendar day the Contractor shall be in default in the time of completion of this contract the sum set below:

ORIGINAL CONTRACT AMOUNT (\$)		
From More Than	To and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$475
\$100,000	\$500,000	\$750
\$500,000	\$1,000,000	\$1,025
\$1,000,000	\$3,000,000	\$1,275
\$3,000,000	\$6,000,000	\$1,425
\$6,000,000	\$12,000,000	\$2,300
\$12,000,000	And over	\$6,775

In fixing the damages as set forth herein, the desire is to establish a certain mode of calculation for the work since the City's actual loss, in the event of delay, cannot be predetermined, it would be difficult to ascertain, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the City's actual loss and fairly considers the loss of use of the facilities if the project is delayed in completion.

The sum specified is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the City will suffer by reason of such defaults, and not by way of a penalty.

**PROJECT SCHEDULE**

A Project Schedule indicating project milestones as required by Section 108 of the Standard Specifications shall be submitted to the Engineer before construction can begin on a project. Schedules shall be updated as requested by the City.

**RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers and employees; the Engineer's Representative, its officers and employees, against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or

death of any person or persons, including all persons performing any work under this contract, which may arise in any way (except for a negligent act of the City of Peoria, its officers or employees or the Engineer's Representative, its officers or employees) in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof," approved June 3, 1907, (740 ILCS 150/1), as amended: the Contractor shall also indemnify and save harmless the CITY OF PEORIA, its officers and employees; and the Engineer's Representative, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers Compensation Act," or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the ENGINEERING DIVISION; or, in case no money is due, the surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the Department.

### **CONTRACTOR'S INSURANCE**

The Contractor shall not commence work under this project until obtaining all insurance required under this paragraph and such insurance has been approved by the City of Peoria, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the City of Peoria.

The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies as an additional insured to take out and maintain insurance of such nature in amounts not less than that required of the principal Contractor, excluding Umbrella Coverage and Owner's Protective Liability and Property Damage Insurance, and any and all insurance obtained by any Subcontractor or Subcontractors shall be approved by the City of Peoria.

All policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insured thereunder.

### **Worker's Compensation Insurance**

The Contractor shall take out and maintain during the life of this project Worker's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all



of the latter's employees unless such employees are covered by the protection afforded by the Contractor, and any such insurance obtained by any subcontractor or subcontractors shall be approved by the City of Peoria. In case any class of employees engaged in hazardous work at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected, such as accident insurance, and any such insurance shall be approved by the City of Peoria.

#### **Public Liability and Property Damage Insurance**

The Contractor shall take out and maintain during the life of the project such General Liability, Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this project, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Commercial General Liability Insurance that provides Property Damage and/or Bodily Injury in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### **Owner's Protective Liability and Property Damage Insurance**

The Contractor shall obtain Owner's Protective Liability and Property Damage Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If endorsements to the above public liability and property damage insurance policies cannot be made, then separate policies providing such protection must be furnished by the Contractor.

#### **Automobile Insurance**

The Contractor shall take out and maintain during the life of the project such automobile insurance covering all owned and non-owned vehicles as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.

#### **Umbrella Coverage**

The Contractor shall take out and maintain during the life of the project such Umbrella or Excess Liability coverage as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate.

### **Additional Insured Endorsement**

All Liability insurance policies shall name the City of Peoria its officers, directors, employees, agents, Representatives, subsidiaries, successors and assigns; and the Engineer's Representative its officers, directors, employees, agents, Representatives, subsidiaries, successors, and assigns, as additional insured, shall be primary to any other insurance carried by the City of Peoria or the Engineer's Representative, and shall provide coverage consistent with ISO CG 20 26, and shall maintain the required coverages, naming the City of Peoria and the Engineer's Representative as additional insured, for a period of not less than three years from the date the City of Peoria and Contractor execute an Agreement to Final Quantities.

### **PROOF OF CARRIAGE OF INSURANCE**

The Contractor and all Subcontractors shall furnish the City of Peoria with satisfactory proof of insurance coverage before the project begins. If coverage is cancelled or the carrier's rating falls below A.M. Best "A" rated, the City of Peoria shall be notified in writing.

Certificates of insurance are required. The Certificate must state the following "The City of Peoria, its officers, directors, employees, agents, and Representative; and the Engineer's Representative, its officers, directors, employees, agents, and Representative" are named as Additional Insured on a primary basis for liability arising out of the Contractor's operations."

The Contractor must provide copies of the policies and endorsements. Failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirements under this Contract.

### **GUARANTEE PERIOD**

The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of agreement of final quantities, as agreed in writing, by the Engineer after all parties have signed the document. In case of acceptance of a part of the work for use prior to the agreement to final quantities, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year. The Guarantee Period may be further amended in the Special Provisions.

### **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT**

This project shall be completed in compliance with the "National Pollutant Discharge Elimination System Permit" (NPDES) requirements. The City will apply the Permit. The Contractor is required to follow the Storm Water Pollution Prevention Plan (SWPPP) included in the plans. Specifically, the Contractor shall execute a copy of the SWPPP and return to the owner. As a minimum, the Contractor shall:

1. Control runoff volume and velocity to minimize erosion
2. Minimize the amount of soil exposed during construction

3. Minimize soil erosion and install best management practices to protect the existing stream
4. Prevent non-stormwater discharges such as concrete washout and other construction materials from leaving the site

### **SUBSTANCE ABUSE PREVENTION PROGRAM**

Before the contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

### **EXAMINATION OF EXISTING CONDITIONS AT PROJECT SITE**

It is the responsibility of each bidder to satisfy himself as to the conditions which will be encountered during the performance of the work. Examination of the job site is highly recommended before submittal of bids. Failure to do so will not be considered as grounds for additional compensation due to the unforeseen adverse conditions which may be encountered during the performance of the work.

### **PAYMENT FOR ITEMS NOT LISTED**

Should there be construction shown on the plans or described in the specifications for which no method of payment is outlined in the Plans or Special Provisions, that work shall be considered incidental to the project and the cost of the work included in related unit price items.

### **PAYMENT FOR CHANGE ORDER WORK**

When changes from the plans and specifications are made and the issuance of change orders are involved, the Contractor shall submit a written proposal to the Engineer listing material cost, labor and equipment cost, and overhead and profit. In addition, the written proposal shall include any additional time necessary to complete the change order work. Where subcontractors are involved in change order work, the overhead and profits for the subcontractor shall not exceed 15% and the overhead and profit added to the subcontractor's proposal by the Contractor shall not exceed 5%.

### **ALTERNATE MATERIALS**

In any case, where a specific material is mentioned in the specifications or on the plans, it is understood and construed as meaning to indicate only the type of material desired and is not intended in any way to bar the use of any material of equal quality.

In order that all bids may be evaluated on the same basis, however, contractors shall use material mentioned in the specifications or on the plans in arriving at their basic bid on each item, but may submit prices on alternate materials if they so desire. Evaluation of bids will be on the basis of the materials specified. The approval of any material other than that specified shall be obtained in writing from the engineers before the contract is awarded; otherwise, it shall be assumed that the contractor will furnish the material specified.

Should the Contractor desire to use material other than that specified, he shall indicate in the place provided in the proposal the alternate material he proposes to use and the amount to be added to or deducted from the base bid if that item of material is used. All information required on the proposal shall be furnished. Full particulars on alternate material shall be submitted with the bids.

The plans are intended to show structures needed for the material named in the specifications. Where the Contractor desires to use material other than that named, he shall be responsible for the preparation of drawings needed for proper installation of that material. Changes from the structure shown to facilitate use of that material shall not be a basis for additional payment.

#### **TEMPORARY UTILITIES**

Should the Contractor wish to use utilities (including electric and water) on a temporary basis to carry out the work specified herein, the Contractor shall make all arrangements necessary and shall pay all costs associated with connection to the utility. The Contractor shall also arrange to meter and to pay for all water usage and electric service.

#### **RECORD DRAWINGS**

The Contractor shall, during the progress of the job, record any and all changes or deviations from the original drawings, and, at the completion of the project, shall deliver to the Engineer a marked-up set of "record" drawings.

#### **SHOP DRAWINGS AND MATERIAL CERTIFICATIONS**

Prior to fabrication of equipment/materials, the Contractor shall submit shop drawings of the equipment, piping, precast structures, and other items to the Engineer for review. Shop drawings shall consist of complete descriptive literature on the equipment including all pertinent dimensions, material specifications, operational and maintenance data and performance curves and data. Prior to submitting shop drawings to the Engineer, the Contractor shall first review the shop drawings, make corrections or revisions which are appropriate and then stamp the shop drawings with the Contractor's name and signature as proof of review.

Material certifications and mixture designs shall be provided for materials incorporated into the project.

Material certifications shall contain the origin, source, classification or gradation, standards by which the classification or gradation was derived, the approving agency and contact information, the date of the most recent approval, as well as all other information required by the Engineer to evaluate the material for compliance with the requirements of these Contract Documents.

The cost of preparing and providing shop drawings and material certifications shall be considered incidental to the cost of equipment or item involved.

### **UTILITY PROTECTION AND RELOCATION**

Prior to the start of construction, the Contractor shall arrange to have all underground utilities including storm sewer, water, gas, electric, sanitary, telephone, cable TV and fiber optic cables located and suitably marked. Should a utility be in conflict with the proposed construction, the City shall be notified at once. If utilities will interfere with the construction alignment, the Engineer may alter the alignment of the proposed sidewalk or arrange to have the utility to be relocated. Should the alignment be altered in the field, the Contractor shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made. Should a utility not in direct conflict with the construction be encountered, the Contractor shall protect it at no additional expense to the City and without claim by the Contractor for delays due to service lines encountered.

### **UTILITY ISOLATION**

The Contractor shall coordinate with utilities for valves and manholes to be adjusted to proposed pavement elevation. Utility valves must be cored by the Contractor. All manholes shall have concrete circle isolations. This work will not be paid for separately but shall be considered as included in the cost of the pavement.

### **SITE PROTECTION AND CLEAN UP**

Any areas or items that the contractor disturbs shall be restored to a condition equal to or better than that prior to the start of construction.

The Contractor shall protect all underground, ground level and overhead utilities from damage during the progress of the work. The Contractor shall remove all debris, broken or damaged equipment and unused material or equipment upon completion of the work, and shall leave the premises in a neat and presentable condition equal to that prior to the start of the construction.

The cost of clean-up operations shall be spread evenly throughout the bid items on the proposal. Clean up shall consist of removing all debris from the job site, to include removal of all excess dirt, concrete, pipe pieces, lumber scraps, paper cups, etc., left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations, including jetting and

resurfacing, are completed. Debris shall not be discarded in excavations.

## **SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY**

### *Contractor's Responsibility for Safety*

The Contractor shall do all work necessary for safety and be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during the contract period. This requirement shall apply continuously and not be limited to normal working hours.

### *Federal, State and Local Safety Requirements*

Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA) and amendments thereto, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified elsewhere in these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations or relieve him of the penalties set forth therein.

### *Safe Access to the Work*

The Contractor shall at all times provide proper facilities for safe access to the work by the City, the Engineer and his authorized representatives and by all authorized government officials.

The Contractor shall maintain at the jobsite safety equipment applicable to the work as prescribed by the governing safety authorities and all articles necessary for giving first aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.

The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, and machinery guards, shall be in accordance with the requirements of applicable governing safety authorities.

### *Safety and Access to Property*

The Contractor shall conduct the work so as to assure the least possible obstruction to traffic both within and outside of the work site. The convenience of the general public and residents adjacent to the project, and the protection of the persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

All excavations shall be covered whenever Contractor's personnel are not present. As a minimum requirement, the cover over the excavation shall consist of 1/2-inch thick plywood that is blocked and

braced to prevent entry by humans or animals. In addition, orange, plastic safety fence shall be placed around the perimeter of any excavation whenever Contractor's personnel are not present. All equipment, stored pipe, and other materials shall be carefully secured when not in use to prevent injury to persons and animals.

#### **PROPERTY AND RIGHT-OF-WAY MARKERS**

Any and all survey monuments which are disturbed by the Contractor's operations during construction shall be relocated and replaced with a similar monument by a Land Surveyor registered in the State of Illinois. Survey monuments shall include iron pins, iron pipes, concrete posts, stones, etc. which designate property corners, right-of-way lines, section corners or other land survey reference points. Survey monuments shall be relocated and tied to nearby landmarks by a Land Surveyor prior to excavation, if information is available in advance of construction that survey monuments will be disturbed. The Contractor shall bear the cost of an Illinois Registered Land Surveyor replacing survey monuments which are disturbed, and the cost shall be incidental to the contract.

#### **STATE SALES TAX EXEMPTION**

All materials incorporated in this project are exempt from the State of Illinois Sales tax.

#### **MATERIAL STORAGE AND STAGING AREA**

During the period of time between Notice to Proceed and Final Completion, the Contractor will be required to store material necessary for completion of the project. The manner and location of stored materials shall be approved by the City and Engineer. The Contractor will be responsible for the stored material and any damage, which may result in this time period.

All costs associated with this item shall be included in the total contract price bid.

#### **DISPOSAL OF MATERIALS**

Disposal of excess materials, including excavated material, shall be the Contractor's responsibility.

#### **CERTIFIED PAYROLL REQUIREMENTS**

Contractors and subcontractors on public works projects must submit certified payroll records on a weekly basis via EPrismSoft to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate, and that the Contractor is aware that filing records he or she knows to be false is a Class B Misdemeanor. The Certified Payroll Records must include, for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. Certified payrolls are to be submitted weekly on EPrismSoft, per the EEO guidelines

outlined in Section VII of the Good Faith Efforts Requirements, herein. Copies of the certified payrolls as submitted to EPrismSoft should be submitted with each payment application for review by the City.

**PREVAILING WAGE PROVISION**

This contract is for the performance of “public works” as that term is defined by 820 ILCS 130/2. 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 project will be subject to the Peoria County prevailing wage rate determination when the contract was let for bids, dated February 2023. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor’s responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised monthly and can be found on the Illinois Department of Labor’s website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

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City of Peoria  
Public Works Facility  
Native Plants, Walking Paths, and Accessible Entrance  
**GENERAL CONDITIONS**

**Peoria County Prevailing Wage Rates posted on 1/18/2023**

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	All	BLD		29.83	31.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
ASBESTOS ABT-GEN	All	HWY		33.80	35.30	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		33.41	36.09	1.5	1.5	2.0	2.0	14.77	12.67	0.00	0.86	
BOILERMAKER	All	BLD		42.13	45.13	1.5	1.5	2.0	2.0	7.07	24.01	0.00	2.07	
BRICK MASON	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89	
CARPENTER	All	BLD		34.99	37.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
CARPENTER	All	HWY		37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75	
CEMENT MASON	All	BLD		31.48	34.23	1.5	1.5	2.0	2.0	9.00	22.34	0.00	0.79	
CEMENT MASON	All	HWY		34.04	36.29	1.5	1.5	2.0	2.0	9.00	21.99	0.00	0.72	
CERAMIC TILE FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88	
ELECTRIC PWR EQMT OP	All	ALL		50.97	60.48	1.5	1.5	2.0	2.0	8.53	14.27	0.00	0.76	
ELECTRIC PWR GRNDMAN	All	ALL		34.63	60.48	1.5	1.5	2.0	2.0	8.04	9.70	0.00	0.52	
ELECTRIC PWR LINEMAN	All	ALL		56.74	60.48	1.5	1.5	2.0	2.0	8.70	15.88	0.00	0.85	
ELECTRIC PWR TRK DRV	All	ALL		36.35	60.48	1.5	1.5	2.0	2.0	8.09	10.18	0.00	0.54	
ELECTRICIAN	All	BLD		39.50	42.00	1.5	1.5	2.0	2.0	8.50	14.94	0.00	0.85	
ELECTRONIC SYSTEM TECH	All	BLD		32.90	35.90	1.5	1.5	2.0	2.0	7.95	13.39	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		53.26	59.92	2.0	2.0	2.0	2.0	16.07	20.56	4.26	0.70	
GLAZIER	All	BLD		37.53	39.53	1.5	1.5	1.5	2.0	16.83	7.71	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		44.55	47.22	1.5	1.5	2.0	2.0	14.77	14.46	0.00	0.86	
IRON WORKER	All	BLD		34.66	36.56	1.5	1.5	2.0	2.0	11.66	19.37	0.00	0.86	
IRON WORKER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
LABORER	All	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	All	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LABORER, SKILLED	All	BLD		29.23	30.73	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER, SKILLED	All	HWY		33.35	34.85	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LATHER	All	BLD		34.99	37.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
MACHINERY MOVER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88	
MARBLE MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90	
MILLWRIGHT	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.25	21.55	0.00	0.78	

City of Peoria  
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**GENERAL CONDITIONS**

MILLWRIGHT	All	HWY		38.82	41.07	1.5	1.5	2.0	2.0	9.25	22.06	0.00	0.75
OPERATING ENGINEER	All	BLD	1	43.96	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	BLD	2	40.65	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	BLD	3	35.19	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	1	43.96	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	2	40.65	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	3	35.19	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
PAINTER	All	ALL		38.94	40.94	1.5	1.5	1.5	2.0	16.49	8.22	0.00	1.35
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	BLD		35.99	38.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78
PILEDRIIVER	All	HWY		37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	8.75	16.29	0.00	1.25
PLASTERER	All	BLD		31.74	33.24	1.5	1.5	2.0	2.0	9.00	21.00	0.00	0.90
PLUMBER	All	BLD		37.60	40.98	1.5	1.5	2.0	2.0	8.75	17.08	0.00	1.25
ROOFER	All	BLD		34.00	38.25	1.5	1.5	2.0	2.0	10.25	11.54	0.00	0.30
SHEETMETAL WORKER	All	BLD		36.84	38.68	1.5	1.5	2.0	2.0	10.62	19.28	0.00	1.25
SIGN HANGER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11
SPRINKLER FITTER	All	BLD		44.98	47.98	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52
STEEL ERECTOR	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11
STONE MASON	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89
TERRAZZO FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88
TERRAZZO MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90
TILE MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90
TRUCK DRIVER	All	ALL	1	40.91	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	2	41.50	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	3	41.77	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	4	42.16	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	5	43.26	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	1	32.73	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	2	33.20	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	3	33.42	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	4	33.73	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	5	34.61	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TUCK POINTER	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89

City of Peoria  
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Native Plants, Walking Paths, and Accessible Entrance  
**GENERAL CONDITIONS**

**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

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## **Special Provisions**

### **PROJECT DESCRIPTION**

The project improvement consists of native planting, walking path, and accessible entrance / parking lot improvements at the City of Peoria Public Works Facility. The work includes replacement of all turfgrass with Native Plantings, installation of proposed p.c.c sidewalks and crushed aggregate walking paths, proposed stormwater detention / retention, removal of the front entrance sidewalks / pavement, and replacement with ADA accessible walks, p.c.c. pavement, and permeable pavers.

### **LINE AND GRADE STAKES**

It will be the responsibility of the Contractor to establish the proper line and grade staking for construction in order to conform to the requirements of the plans and specifications. If the Contractor does not have the capacity to establish staking points, he shall hire a competent, Illinois Professional Licensed Surveyor to perform the work.

This work shall be paid for at the contract lump sum price for the item CONSTRUCTION LAYOUT.

### **STATUS OF UTILITIES**

Utility companies have not been notified of the project improvements during the process of preparing construction drawings. Utilities locations shown on the plans are based on the best available information and the contractor shall be solely responsible for confirming their locations.

The contractor shall be responsible for protecting utility property from construction operations as outlined in Article 107.39 of the Standard Specifications. The J.U.L.I.E. number is 811. A minimum of forty-eight (48) hours advance notice is required.

The City of Peoria and consulting engineers retained by the City assume no responsibility for the presence, specific size, or location of underground distribution systems of the several public and private utility corporations. No responsibility for the protection of said underground systems will be assumed by the City of Peoria. If such protection is found to be necessary to water mains, gas mains, steam mains, underground electrical distribution systems, underground telecommunication systems or any other underground systems of non-municipal ownership, the cost of same, in whole or in part, is disclaimed by the City of Peoria.

### **REMOVAL OF MATERIALS**

The cost to remove and dispose of existing materials shall be included in the unit price of the item being constructed. No additional payment will be made for removal and disposal of existing materials or removal and re-installation of existing facilities. In preparing the proposal, the Contractor has been directed to investigate the site and become familiar with the requirements as specified in these plans and specifications.

### **PAY ITEM MEASUREMENT AND PAYMENT**

This Project's Pay Items provided in the Proposal Form shall be measured and paid as provided in the IDOT Standard Specifications unless modified by these Special Provisions or Plans.

### **QUALITY CONTROL OF CONCRETE MIXTURES**

The contractor is responsible for testing concrete mixtures used in the Project for compliance with the Standard Specifications and Check Sheet 23 of the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2022. This work will not be paid for separately but shall be considered as included in the cost of the various concrete contract items.

**TRAFFIC CONTROL AND PROTECTION (SPECIAL)**

This work shall consist of all the furnishing of labor, materials, and equipment necessary to control and direct traffic traveling within the project limits for the purposes of protecting persons and property within the work zone from damage and injury. Vehicular access to residences shall be maintained except for a limited time to construct culverts and driveways. The Contractor's efforts shall be guided by the standard detail drawings produced by the Illinois Department of Transportation and accepted standard practice. Section 701 of the IDOT Standard Specifications provides material and equipment requirements and operational practices to be employed by the Contractor. Section 701 is modified by this special provision to remove responsibility from the Engineer and City of Peoria for the administration, approval, and consent of the traffic control. Traffic control protection measures shall also be placed along intersecting streets to notify drivers of the construction activity ahead. The Contractor shall sweep and remove any soil or debris tracked onto the street by the end of each workday.

All labor, materials, and equipment required to plan and implement a traffic control plan throughout the contract duration will be paid for at the Contract Lump Sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

**COMBINATION CONCRETE CURB AND GUTTER / PAVEMENT REMOVAL, CURB AND GUTTER REMOVAL, AND PAVEMENT REMOVAL**

This work consists of the satisfactory removal of the existing combination curb and gutter / pavement, pavement, and curb and gutter at the locations shown in the plans.

This work shall be in accordance with section 440 of the standard specifications except the removal shall include the aggregate base course/subbase granular material located beneath the combination curb and gutter / pavement, pavement, and curb and gutter, and appurtenances. The aggregate base course/subbase granular material shall be removed full depth unless otherwise indicated in the contract documents or approved by the owner, owner's representative, if applicable, and/or the engineer, if applicable.

Existing pavement adjacent to combination curb and gutter / pavement and pavement shall be full-depth saw cut unless waived in writing by the owner, owner's representative, if applicable, and/or the engineer, if applicable, after an alternative removal method is satisfactorily demonstrated.

This work shall be paid for at the contract unit price per linear foot for the item COMBINATION CURB AND GUTTER / PAVEMENT REMOVAL and CURB AND GUTTER REMOVAL and at the contract unit price per square yard for the item PAVEMENT REMOVAL.

As provided for in article 107.16 of the standard specifications, pavement and structures on or adjacent to the work shall be protected, in a manner satisfactory to the City from lugs or cleats on treads or wheels of equipment. The contractor will be responsible for patching and/or completely removing and replacing sections of any pavement disturbed, destroyed or removed as a result of his/her operation, at the contractor's own expense. The sections of pavement removal may include a significantly larger area than just the amount of pavement disturbed.

**COBBLESTONE REMOVAL AND SALVAGE**

This work shall include all labor, material, and equipment needed to remove existing cobblestone as noted on the plan, salvage, and store in an on-site location for reinstallation. Reinstallation of the cobblestones will be paid for separately.

This work shall be paid for at the contract unit price per square yard for the item COBBLESTONE REMOVAL AND SALVAGE.

**BOULDER RELOCATION**

This work shall include all labor, material, and equipment needed to relocate the existing boulders to a new location on the site to be determined by the owner.

This work shall be paid for at the contract unit price each for the item BOULDER RELOCATION.

**EROSION CONTROL (SPECIAL)**

The Contractor is completely responsible for erosion control efforts and materials within the project limits. The NPDES requirements specified in the Contract General Conditions shall be implemented by the Contractor for the duration of the Contract. The Stormwater Pollution Prevention Plan provided in the plans provides guidance and minimum requirements that shall be implemented.

The following systems shall be included in the erosion control (special) work:

1. Stabilized construction entrance
2. Temporary seeding as required
3. Temporary concrete washout facilities
4. Silt Fence
5. Inlet Protection

Maintenance of the following items shall be included in the erosion control (special) work:

1. Stabilized construction entrance
2. Temporary seeding as required
3. Temporary concrete washout facilities
4. Inlet filters

## 5. Silt Fence

Erosion control and SWPPP responsibilities shall continue through the latter of the following: final completion or until all areas disturbed by this project have been permanently stabilized as determined by engineer.

Contractor shall remove all temporary erosion control systems upon permanent stabilization of all disturbed areas. Areas disturbed by removal of temporary erosion control systems shall be graded and vegetated in accordance with the plans and specifications. No additional compensation will be allowed.

Upon establishment of permanent stabilization, contractor shall remove sediment and detritus materials from permanent erosion control measures. Areas disturbed by the removal of sediment and detritus materials from permanent erosion control measures shall be restored to the lines and grades on the plans and vegetated in accordance with the plans and specifications. No additional compensation will be allowed.

All labor, equipment, and materials necessary to comply with Storm Water Pollution Prevention Plan (SWPPP), these construction plans, and project specifications shall be paid at the Contract Lump Sum price for EROSION CONTROL (SPECIAL).

### **TEMPORARY CONCRETE WASHOUT FACILITIES**

Purpose: Temporary concrete washout facilities are used to contain concrete liquids when the chutes of concrete trucks are rinsed out after delivery of concrete to the construction site. These washout facilities function to consolidate solids for disposal and prevent runoff liquids associated with concrete. Failure to comply with appropriate washout location requirements will result in monetary deficiency deduction against the contractor.

#### Implementation:

1. Contractor must submit a plan of his/her proposed temporary concrete washout facility to the City for approval at least 10 days prior to the first concrete pour.
2. Temporary concrete washout facilities are to be in place before any delivery of concrete to the construction site.
3. Temporary concrete washout facilities are to be located at least 50 feet from storm drain inlets, open drainage facilities, or water bodies. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking.
4. A sign is to be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators of the designated washout facility.

#### Design:

Two types of temporary concrete washouts are available for use:

City of Peoria  
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**SPECIAL PROVISIONS**

1. Prefabricated portable facilities marketed specifically for this purpose.
2. Non-portable facilities above grade – constructed using straw bales or a wood frame, and polyethylene sheeting. Straw bales or wood frames are used to create a berm then lined with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects which may compromise the impermeability of the material. Sheeting must extend over the entire basin and berm to prevent escape of discharge. Non-portable facilities below grade – constructed via excavation and the use of polyethylene sheeting and sandbags. A pit is first excavated in a designated location and then lined with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects which may compromise the impermeability of the material. Sand bags are then to hold the sheeting in place.

Size of Washouts:

1. The number and size of each washout facility is to be determined by the contractor. It is his/her responsibility to provide enough storage for the excess concrete and water produced on the project.
2. Non-portable facilities are to have a minimum length and width of 10'.

Inspection/Maintenance/Removal:

1. Temporary concrete washout facilities are to be inspected by Contractor during his/her weekly erosion and sediment control inspection, after a storm event of 1/2" or greater and at the end of any day when concrete has been poured on the construction site. Contractor's inspector is to ensure that there are no leaks, no spills and that the facilities capacity has not yet been compromised.
2. Any overflowing of the washout facilities onto the ground must be cleaned up and removed within 24 hours of discovery.
3. If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the washout facility and secured to prevent accumulation and overflow of precipitation. Contents of each concrete washout facility are not to exceed 75% of its designed capacity. If the contents reach 75% capacity, discontinue pouring concrete into the facility until it has been cleaned out. Allow slurry to evaporate or remove from the site in a safe manner (ie. vacuum truck). All hardened material can then be removed and disposed of properly.
4. If a lined basin is used, immediately replace the liner if it becomes damaged. Remove temporary concrete washout facilities when they are no longer needed and restore the disturbed areas to their original condition.
5. Note the locations of temporary concrete washout facilities and changes to these facilities on



the SWPPP.

Temporary concrete washout facilities shall be included in the contract and will not be paid for separately.

**REMOVE AND RELOCATE SIGNS**

The contractor shall furnish all labor, equipment and materials needed to remove existing signs and sign posts and reinstall in the locations shown on the plans.

This work shall be paid for at the contract unit price each for the item REMOVE AND RELOCATE SIGNS.

**REMOVE AND SALVAGE SIGNS**

The contractor shall furnish all labor, equipment and materials needed to remove existing signs and sign posts. Sign panels and sign posts that are not to be reinstalled shall be salvaged to the City.

This work shall be paid for at the contract unit price each for the item REMOVE AND SALVAGE SIGNS.

**CONCRETE BOLLARD WITH ACCESSIBLE SIGN**

The contractor shall furnish all labor, equipment and materials needed to install the concrete bollards with accessible signs in accordance with the plans and details. The sign panels shall be included in the cost.

This work shall be paid for at the contract unit price each for the item CONCRETE BOLLARD WITH ACCESSIBLE SIGN.

**IRRIGATION REMOVAL**

The contractor shall furnish all labor, equipment and materials needed to remove the existing, above ground irrigation connection (stand pipe) and the existing irrigation heads. The existing hose bibb (near the irrigation connection) shall remain.

This work shall be paid for at the contract unit lump sum price for the item IRRIGATION REMOVAL.

**FLAGPOLE REMOVAL**

The contractor shall furnish all labor, equipment and materials needed to remove the existing flagpole and the below ground foundation / appurtenances.

This work shall be paid for at the contract unit lump sum price for the item FLAGPOLE REMOVAL.

**30' FLAGPOLE**

The contractor shall furnish all labor, equipment and materials needed to install the proposed 30' Flagpole in accordance with the plans and details.

This work shall be paid for at the contract unit lump sum price for the item 30' FLAGPOLE.

**EARTHWORK, COMPLETE**

This work shall consist of stripping the vegetation, stripping top soil, all embankment, all excavation, all furnished excavation, and transportation of all earthwork such that the top surface elevation for all the proposed improvements meet the lines and grades indicated in the plans. The repairing (filling) of the eroded bottom of existing swale to provide a smooth, constant slope between end sections at the location indicated in the plans is also included in this work. Repair shall be made after existing topsoil/vegetation has been removed.

Disposal of excess, excavated materials, including topsoil, shall be in accordance with the civil general notes in the plans unless directed otherwise by owner and/or owner's representative in writing.

FOR INFORMATION ONLY:        Approx. Embankment - 196 Cubic Yards (to be verified by the contractor)  
  Approx. Excavation - 616 Cubic Yards (to be verified by the contractor)

The above estimated quantities are based only on the proposed grade compared directly to existing grade. They do not account for excavation that may be required for installation of proposed pavement, aggregate, sidewalk, aggregate storage, etc. Shrinkage and expansion factors have also not been applied to the earth volumes. Contractor is responsible for verification of actual earthwork quantities needed to complete the project such that the finish grade meets the lines and grades specified in the plans for all the proposed improvements. No additional compensation will be allowed for discrepancies between estimated earthwork volumes and actual earthwork volumes required to complete the project.

This work shall conform to sections 202 and 205 of the standard specifications. Embankment shall conform to the density requirements outlined in section 205.06 of the standard specifications except all lifts shall be compacted to 95 percent of the standard laboratory density.

Revise the third paragraph of article 205.06 of the standard specifications to read: All embankment constructed of cohesive soil shall be constructed with not more than 110% of optimum moisture content, determined by the standard proctor test. Cohesive soil shall be defined as any soil which contains greater than 10% of particles by weight passing the #200 sieve. The 110% of optimum moisture limit may be waived in free draining granular material when approved by the owner. The contractor may, at their option, add a drying agent to lower the moisture content as specified above. The drying agent must be approved by the owner prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of earth excavation.

Contractor is responsible for protecting and excavating around the utilities with appurtenances at the surface

(manholes, inlets, inlet-manholes, frames and lids, valve vaults/boxes, cabinets, fire hydrants, cleanouts, etc.)

No additional compensation will be allowed for the contractor to provide a tandem axle dump truck with at least 25 tons gross weight driven over the proposed paved areas prior to the placement of the aggregate base course and after the placement of the aggregate base course. Proof rolling consists of two passes in perpendicular directions. The material testing company shall be present to observe the proof rolling of the subgrade at the proposed finished subgrade elevation and the proof rolling of the aggregate base course at the aggregate base course's proposed finished surface elevation. The contractor shall proof roll (multiple time if necessary) the subgrade / aggregate base course until it is approved by the materials testing company. If there is inclement weather after the subgrade has been prepared and/or if there is inclement weather after the aggregate base course has been placed and prepared, the materials testing company may request that the subgrade and/or aggregate base course be re-proof rolled (multiple time if necessary) until reapproved (no additional compensation will be allowed).

No additional compensation will be allowed to reprocess and recompact previously approved subgrade and previously approved aggregate base course. Reprocessing and recompaction shall be in accordance with the contract documents.

This work will be paid for at the contract lump sum price for the item EARTHWORK, COMPLETE.

**SUBBASE GRANULAR MATERIAL, TYPE B**

This work shall be in conformance with Section 311 of the Standard Specifications except the aggregate material shall be crushed limestone and it shall be compacted to minimum 95% standard proctor density.

This work shall be paid for at the contract unit price per square yard or square foot for the item SUBBASE GRANULAR MATERIAL, TYPE B of the depth specified in the plans.

**AGGREGATE SURFACE COURSE, 3" (SPECIAL)**

This work shall be in conformance with Section 402 of the Standard Specifications and except as modified herein. The surface course aggregate material shall be decomposed granite with Organic-Lock as manufactured by Kafka Granite. The aggregate gradation and stabilizer shall be in accordance with the Kafka "Stabilized Pathway" specification. The aggregate material shall be installed in accordance with the Kafka "Stabilized Pathway" specification. The City shall select the color of decomposed granite from the following standard colors: Imperial Gray Granite, Rustic Granite, Cherry Creek Granite, and Pewter Granite. The contractor shall provide the Owner with 1 Gallon samples of each color for selection.

This work shall be paid for at the contract unit price per square yard for the item AGGREGATE SURFACE COURSE, 3" (SPECIAL).

**APPROACH SLAB AGGREGATE**

The contractor shall furnish all labor, equipment and materials needed to install the Approach Slab Aggregate in accordance with the plans and details.

This work shall be paid for at the contract unit price per cubic yard for the item APPROACH SLAB AGGREGATE.

**PIPE HANDRAIL (SPECIAL)**

The contractor shall furnish all labor, equipment and materials needed to install the Pipe Handrail in accordance with the plans and details.

This work shall be paid for at the contract unit price per foot for the item PIPE HANDRAIL (SPECIAL).

**P.C.C. CURB, TYPE B (SPECIAL)**

The contractor shall furnish all labor, equipment and materials needed to install the P.C.C. Curb, Type B (Special) in accordance with the plans and details.

This work shall be paid for at the contract unit price per foot for the item P.C.C. CURB, TYPE B (SPECIAL).

**COMBINATION CONCRETE CURB AND GUTTER**

The work included in this special provision shall be in accordance with Section 606 of the IDOT Standard Specifications except:

- The concrete's coarse aggregate shall consist of crushed limestone.
- All expansion, construction, control, and contraction joints shall be sealed with grey self-leveling elastomeric joint sealant.

Transitions to existing/proposed combination concrete curb and gutter, existing/proposed concrete curb, and existing/proposed class SI concrete (outlet) shall be as per the plans. This transition length shall be paid for at the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified prior to beginning the transition.

The concrete with coarse aggregate consisting of crushed limestone, the earth excavation necessary to construct the subbase, and the construction of the combination concrete curb and gutter to the finished lines and grades shall be considered included in the unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified.

This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified.

**P.C.C. SIDEWALK W/ MACRO FIBROUS REINFORCEMENT, P.C.C. COMBINATION CURB-SIDEWALK W/ MACRO FIBROUS REINFORCEMENT, P.C.C. SINGLE-RISER STEP W/ MACRO FIBROUS REINFORCEMENT, P.C.C. COMBINATION RAMP/RAISED SIDEWALK-WALL W/ MACRO FIBROUS REINFORCEMENT, AND P.C.C. STAIRS W/ MACRO FIBROUS REINFORCEMENT**

The sidewalk, steps, curb-sidewalk, sidewalk-wall, and stairs shall be constructed in accordance with the details in the plans and in accordance with section 424 of the standard specifications except: The course aggregate shall consist of crushed limestone and the sidewalk shall be reinforced with macro fibrous concrete reinforcing materials.

The synthetic macro fiber reinforcement shall meet the following requirements:

- ASTM C 1116, paragraph 4.1.3, type iii,
- Monofilament, non-fibrillating, made of virgin polyolefin,
- Minimum length of 1.38" (35 mm),
- Maximum length of 2.0" (50 mm),
- L/D aspect ratio (length divided by the equivalent diameter of the fiber) between 85 and 100,
- Minimum tensile strength of 90 ksi (620 mpa),
- Minimum chord modulus or elastic modulus (calculated using the slope between 0% and 25% of the ultimate stress on the stress versus strain curve) of 1,378 ksi (9.5 gpa) measured according to astm d3822-01, and
- Grace Strux 90/40 synthetic fiber reinforcement or equivalent approved in writing by the owner's representative.
- 3.5 lbs. per cubic yard for Grace Strux 90/40.

This work will be paid for at the contract unit price per square foot for the item P.C.C. SIDEWALK W/ MACRO FIBROUS REINFORCEMENT, P.C.C. COMBINATION CURB-SIDEWALK W/ MACRO FIBROUS REINFORCEMENT, P.C.C. SINGLE-RISER STEP W/ MACRO FIBROUS REINFORCEMENT, P.C.C. COMBINATION RAMP/RAISED SIDEWALK-WALL W/ MACRO FIBROUS REINFORCEMENT, AND P.C.C. STAIRS W/ MACRO FIBROUS REINFORCEMENT of the thickness specified.

**P.C.C. PAVEMENT W/ MACRO FIBROUS REINFORCEMENT**

The P.C.C. Pavement shall be constructed in accordance with Section 420 of the Standard Specifications except: The course aggregate shall consist of crushed limestone and the pavement shall be reinforced with fibrous concrete reinforcement materials.

The course aggregate (consisting of a crushed limestone) and including fibrous concrete reinforcement material, shall be considered as included in the contract unit price per square yard for the item P.C.C. PAVEMENT of the depth specified with macro fibrous reinforcement included in the lump sum contract.

The fibrous concrete reinforcement materials provided in this section shall produce concrete conforming to the requirements for each type and class of concrete required, and in conformance with ASTM C1116-03,

standard specifications for fiber-reinforced concrete and shotcrete; ASTM C1399-04, obtaining average residual strength of fiber reinforced concrete; ASTM C 1609-05, standard test method for flexural performance of fiber reinforced - concrete (using beam with third point loading); JCI-SF 4, method of tests for flexural strength and flexural toughness of fiber reinforced concrete; ANSI/SDI C-1.0, standards for composite steel floor deck; ASTM E 119, fire test of building construction materials.

The synthetic macro fiber reinforcement shall meet the following requirements:

- ASTM C 1116, paragraph 4.1.3, type iii,
- Monofilament, non-fibrillating, made of virgin polyolefin,
- Minimum length of 1.38" (35 mm),
- Maximum length of 2.0" (50 mm),
- L/D aspect ratio (length divided by the equivalent diameter of the fiber) between 85 and 100,
- Minimum tensile strength of 90 ksi (620 mpa),
- Minimum chord modulus or elastic modulus (calculated using the slope between 0% and 25% of the ultimate stress on the stress versus strain curve) of 1,378 ksi (9.5 gpa) measured according to astm d3822-01, and
- Grace Strux 90/40 synthetic fiber reinforcement or equivalent approved in writing by the engineer.
- The Grace Strux 90/40 synthetic fibers shall be added to the concrete mix design at a rate of 4 lbs. of macro fibers per cubic yard of concrete.

The synthetic macro fiber shall be added to the concrete mix for cast in place concrete at a rate to achieve the concretes required minimum equivalent flexural strength of 650 psi with a compressive strength of 3,500 psi at 14 days. This shall be determined from the synthetic macro fiber manufacturer's test data verifying fiber performance in concrete based on ASTM C1609-05, utilizing the beam size: 4" x 4" x 14" (fe2) cut from a cats 6" x 6" x 20" or 6" x 6" x 20" (fe3) calculated using the JCI-SF 4 method.

This work shall be paid for at the contract unit price per square yard for the item P.C.C. PAVEMENT WITH MACRO FIBROUS REINFORCEMENT of the thickness specified in the plans.

#### **PROTECTIVE COAT (CONCRETE CURE / SEALANT)**

This work shall be according to Section 587 and Section 1020 of the Standard Specifications except as modified herein:

The concrete cure/sealant shall be applied within 10 minutes after all finishing work to the concrete surface has been completed.

The application rate and type of equipment required to apply the concrete cure/sealant, shall be in accordance with the manufacturer's recommendations.

The concrete cure/sealant sealer shall be Chemmaster's Silencure SRT or equal approved in writing by the engineer. The concrete cure/sealant shall be applied to all concrete pavement, unless directed otherwise.

Cost included in various concrete pay items.

#### **JOINT SEALANT**

The proposed sidewalk expansion joints, all p.c.c. parking lot pavement joints (transverse, longitudinal, contraction, expansion, construction, etc.) and the combination concrete curb and gutter expansion and contraction joints shall be sealed with a grey self-leveling joint sealant. Expansion joints shall be routed to create an approximate 1-inch deep reservoir for the curb and gutter and to the depth noted on the details for the sidewalk and pavement. The walls of the joint shall be cleaned and refaced. Immediately ahead of the sealer placement, dust and debris shall be blown from the joint with a power brush or with compressed air at a minimum pressure of 90 psi. If compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The reservoir shall be filled flush with sealant. The grey joint sealant to be used shall be submitted in writing by the contractor and must be approved in writing by the engineer. This work will not be paid for separately but shall be included in the unit price for the item of work requiring the placement of the grey self-leveling sealant.

#### **PREFORMED JOINT FILLER (PJF)**

All expansion joints shall be in accordance with Section 1051.09 of the Standard Specifications. This work will not be paid for separately but shall be included in the unit price for the item of work requiring the placement of the expansion joints.

#### **DOWEL BARS (EPOXY COATED)**

This work shall consist of all labor, equipment, and materials required to install the epoxy coated dowel bars in accordance with the contract documents.

The epoxy coated dowel bars shall be in accordance with article 1006.11 of the standard specifications.

Immediately prior to applying the chemical adhesive and inserting the epoxy coated dowel bars, the holes shall be the roughly cleaned of drilling debris. Dust and debris shall be blown from the hole with a power brush/blower or with compressed air. If compressed air is used, the pneumatic tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The epoxy coated dowel bars shall be clean and free from rust.

An approved chemical adhesive shall be used as the anchoring material for dowel bars. The chemical adhesive shall be in accordance with section 1027 of the standard specifications.

The chemical adhesive shall be of a consistency such that the dowel may be easily inserted into the hole with flow completely surrounding the dowel, and without appreciable runout of chemical adhesive after the bar is fully inserted. The chemical adhesive shall be injected to the back of the hole to eliminate air pockets prior to inserting the bar. The quantity of material used shall be such that the chemical adhesive is dispensed along the entire length of the bar and voids are completely filled. After the material has been positioned at the back of the hole, the dowel shall be fully inserted, using a back-and-forth twisting motion, leaving the proper length exposed as shown on the plans. If it is necessary to use a hammer to aid in seating a dowel, the exposed end of the dowel shall be protected with a wood block.

This work, including the chemical adhesive, will not be paid for separately but shall be included in the unit bid price for the item of work requiring the installation of the epoxy coated dowel bars.

**AGGREGATE BASE COURSE, TYPE B (SPECIAL)**

This item shall be constructed in accordance with Section 351 of the Standard Specifications except: The course aggregate shall consist of a crushed limestone, and the allowable amount of material passing the #200 shall be less than eight percent (8%) of the material sample as measured by weight.

This work shall be paid for at the contract unit price per square yard for the item AGGREGATE BASE COURSE, TYPE B (SPECIAL) of the thickness indicated in the plans.

**AGGREGATE CHOKER COURSE**

This item shall be constructed in accordance with Section 351 of the Standard Specifications except: The course aggregate shall consist of CA11 crushed limestone.

This work shall be paid for at the contract unit price per square yard for the item AGGREGATE CHOKER COURSE of the thickness indicated in the plans.

**AGGREGATE STORAGE COURSE**

This item shall be constructed in accordance with Section 351 of the Standard Specifications except: The course aggregate shall consist of CA1 crushed limestone.

This work shall be paid for at the contract unit price per square yard for the item AGGREGATE STORAGE COURSE of the thickness indicated in the plans.

**TRIAxIAL GEOGRID (SPECIAL)**

The contractor shall furnish all labor, equipment and materials needed to install the Triaxial Geogrid (Special) in accordance with the plans and details.

The Triaxial Geogrid shall be TX140 as manufactured by Tensar or approved equal. The geogrid shall be



City of Peoria  
Public Works Facility  
Native Plants, Walking Paths, and Accessible Entrance  
**SPECIAL PROVISIONS**

punched polypropylene sheet with a triangular aperture shape and with the following properties:

- Rib pitch (in) 1.60"
- Mid-rib depth (in) 0.05"
- Mid-rib width (in) 0.04"
- Rib shape Rectangular
- Radial Stiffness at low strain (0.5% Strain) 15,430 lb/ft

This work shall be paid for at the contract unit price per square yard for the item TRIAXIAL GEOGRID (SPECIAL).

**GEOTECHNICAL FABRIC (SPECIAL)**

The contractor shall furnish all labor, equipment and materials needed to install the Geotechnical Fabric (Special) in accordance with the plans and details.

The Geotechnical Fabric (Special) shall be Mirifi RS380i as manufactured by TenCate or approved equal. The geotechnical fabric shall have the following properties:

ROADWAY DESIGN and PERFORMANCE PROPERTIES	GUIDANCE DOCUMENT / TEST METHOD	UNIT	DESIGN / CALIBRATION VALUE	
Base Course $M_R$ Improvement Factor <sup>1</sup>	AASHTO R50-09	--	1.3	
Traffic Benefit Ratio: TBR <sup>2,3,4</sup>	AASHTO R50-09	--	3.9 / 5.2 / 21.75	
			MD	CD
Cyclic Tensile Modulus @ 2% Permanent Strain: $J_{cyclic}$ (MARV)	ASTM D7556	lbs/ft (kN/m)	54,406 (794)	72,907 (1064)
Interaction Coefficient: $C_i$ <sup>5</sup>			0.89	
Pore Pressure Dissipation Ratio <sup>2</sup>			1.6	
Average Dynamic Filtration Pore Size	ASTM D6767	microns	$O_{95}$ - 392 $O_{85}$ - 328 $O_{60}$ - 245 $O_{50}$ - 195	
Tensile Strength at 2% strain (MARV)	ASTM D4595	lbs/ft (kN/m)	600 (8.8)	1,020 (14.9)
Tensile Strength at 5% strain (MARV)	ASTM D4595	lbs/ft (kN/m)	1,800 (26.3)	2256 (32.9)
INDEX PROPERTIES	TEST METHOD	UNIT	MAXIMUM ROLL VALUE	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.425)	
			MINIMUM AVERAGE ROLL VALUE	
Hydraulic Flow Rate	ASTM D4491	gal/min/ft <sup>2</sup> (l/min/m <sup>2</sup> )	75 (3056)	
Permittivity	ASTM D4491	sec <sup>-1</sup>	0.9	
			MINIMUM TEST VALUE	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	90	

This work shall be paid for at the contract unit price per square yard for the item GEOTECHNICAL FABRIC (SPECIAL).

**PERMEABLE PAVERS**

The contractor shall furnish all labor, equipment and materials needed to install the Permeable Pavers in accordance with the plans / details and per the manufacturer's specifications / recommendations.

The permeable pavers shall Permeable Articulating Concrete Block (P-ACB) as manufactured by PAVEDRAIN [www.pavedrain.com](http://www.pavedrain.com) or approved equal and installed in accordance with the manufactures specifications "PERMEABLE ARTICULATING CONCRETE BLOCK (P-ACB) SPECIFICATION FOR PARKING LOTS, DRIVEWAYS, ALLEYS AND ROADWAYS" (included in Appendix A) and as modified according to the plans and details.

The work shall be paid for at the contract unit price per Square Yard for the item PERMEABLE PAVERS.

**COBBLESTONE SPLASHPAD**

The contractor shall furnish all labor, equipment and materials needed to install the Cobblestone Splashpad in accordance with the plans and details.

This work shall be paid for at the contract unit price each for the item COBBLESTONE SPLASHPAD.

**DOWNSPOUT DIFFUSER**

The contractor shall furnish all labor, equipment and materials needed to furnish and install the Downspout Diffusers in accordance with the plans and details.

This work shall be paid for at the contract unit price each for the item DOWNSPOUT DIFFUSER.

**FRENCH DRAIN (SPECIAL)**

The contractor shall furnish all labor, equipment and materials needed to install the French Drain (Special) in accordance with the plans and details.

This work shall be paid for at the contract unit price per linear foot for the item FRENCH DRAIN (SPECIAL).

**HOT-MIX ASPHALT FULL DEPTH PATCH**

This work shall be constructed in accordance with the details in the plans and the applicable sections of the IDOT Standard Specifications. Items included in this work:

1. Excavation of the depths specified in the detail(s)
2. Subgrade preparation and compaction
3. Aggregate base course, type B (crushed limestone) of the depth specified in the detail(s)
4. Hot-mix asphalt binder course, 2.5"
5. Hot-mix asphalt surface course, 1.5"
6. Prime and tack coats

7. Joint treatment (hot poured joint sealant Sections 451 and 452 of the IDOT Standard Specifications)

All labor, materials, and equipment required by this special provision will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT FULL DEPTH PATCH.

**STORM SEWER, CLASS B, TYPE 2 (CPE) AND STORM SEWER, CLASS B, TYPE 2 (CPE, PERF)**

The contractor shall furnish all labor, equipment and materials needed to install the STORM SEWER, CLASS B, TYPE 2 (CPE) AND STORM SEWER, CLASS B, TYPE 2 (CPE, PERF) in accordance with the plans and details.

The storm sewer pipe shall be dual-wall (smooth interior), HDPE pipe. If specified, the pipe shall have perforations.

This work shall be paid for at the contract unit price per linear foot for the item STORM SEWER, CLASS B, TYPE 2 (CPE) or STORM SEWER, CLASS B, TYPE 2 (CPE, PERF) of the size specified.

**TOPSOIL, FURNISH AND PLACE, 4"**

This work shall be as per division 329200 - Turf and Grasses specification and Section 211 and Section 212 of the Standard Specifications except article 211.03 should be amended to read as follows: "provide and install topsoil stockpiled from on-site or off-site sources. Topsoil shall be obtained from naturally well drained sites where the topsoil occurs at least 4" deep. Do not obtain topsoil from bogs or marshes. Topsoil shall be free of twigs and stones larger than 1/2". Contractor shall submit topsoil testing results per Division 329200 to engineer to verify topsoil quality."

Topsoil shall be placed in all the areas to be seeded only. Topsoil to be used for planting mix in the Native Planting areas shall be paid for separately.

This work will not be paid for separately, but shall be included in the contract unit price per square yard for the item NATIVE SEEDING.

**NATIVE PERENNIALS AND GRASSES PLANTING, COMPLETE**

This work shall include furnishing all labor, materials, and equipment necessary for the installation of the NATIVE PERENNIALS AND GRASSES PLANTING, COMPLETE in accordance with the plans, notes, details, Division 329200 - Turf and Grasses Specification, and Division 329300 - Plants Specifications.

This work shall be paid for at the contract lump sum price for the item NATIVE PERENNIALS AND GRASSES PLANTING, COMPLETE.

**NATIVE SEEDING AND PLUG PLANTING**

This work shall include furnishing all labor, materials, and equipment necessary for the installation of the

NATIVE SEEDING AND PLUG PLANTING in accordance with the plans, notes, Division 329200 - Turf and Grasses Specification, and Division 329300 - Plants Specification in the area shown on the plans.

This work shall include:

- Seeding / planting area preparation
- Planting mix (6" depth per details) to be furnished and placed throughout the entire native seeding and plug planting area.
- Fertilizers / amendments recommended by the soil tests and amendments as required by the soil tests.
- Native seed mixes as specified on the plan
- Mulch according to section 251 of the Standard Specifications - Mulch Method 2, Procedure 2
- Native perennial and grasses plug planting
- Maintenance of seeding and plantings as outlined in Division 329200 - Turf and Grasses Specification and Division 329300 - Plants
- All other ancillary items required for native seeding and plug planting as noted herein and/or in the Division 329200 & 329300 specifications.

This work shall be paid for at the contract unit price per square yard for the item NATIVE SEEDING AND PLUG PLANTING.

### **NATIVE SEEDING**

This work shall include furnishing all labor, materials, and equipment necessary for the installation of the native seeding in accordance with division 329200 - turf and grasses specification and in the area shown on the plans.

The seed mixes shall be as shown in the plans. The work shall also include the application of straw mulch in accordance with Section 251 of the standard specifications - Mulch Method 2, Procedure 2.

The seeding and mulching shall be performed immediately prior to planting of the native plugs (if applicable). In areas to be seeded only, this work shall also include Topsoil, Furnish and Place 4".

Contractor shall perform maintenance per the Division 329200 - Turf and Grasses specifications.

In areas to be seeded only, this work shall be paid for at the contract unit price per square yard for the item NATIVE SEEDING. For areas to also have plug planting, this work shall not be paid for separately, but shall be included in the contract unit price per square yard for the item NATIVE SEEDING AND PLUG PLANTING.

### **NATIVE PLUG PLANTING**

This work shall include furnishing all labor, materials, and equipment necessary for the installation of the Native Plug Planting in accordance with Division 329300 - Plants specification in the areas shown on the plans. The native plug species and planting spacing shall be per the plant schedule. The different plant species shall be randomly distributed throughout the Native Plug Planting area.

The Native Plug Planting shall be performed immediately after the Native Seeding. Care should be taken not to disturb / damage the seed bed beyond only what is necessary to plant the plugs.

Contractor shall perform maintenance per the Division 329300 - Plants specifications.

This work shall not be paid for separately, but shall be included in the contract unit price per square yard for the item NATIVE SEEDING AND PLUG PLANTING.

**NATIVE PLANTING EXTENDED MAINTENANCE**

This work shall include furnishing all labor, materials, and equipment necessary to perform the NATIVE PLANTING EXTENDED MAINTENANCE in accordance with Division 329200 - Turf and Grasses and Division 329300 - Plants specifications.

The Extended Maintenance shall begin when the initial 90-Day "initial establishment" maintenance period has expired. The "Year" of maintenance shall extend for a full year (12 months) from the start date. It is the intent of the owner to continue the extended maintenance for minimum of three (3) years after establishment.

The Native Planting Extended Maintenance shall include native planted plants, native plugs, and native seeded areas. The Maintenance shall include the maintenance provisions of the initial maintenance outlined in the Division 32 specifications, except watering is not required. In addition to the maintenance outlined in the Division 32 specifications, the work shall also include the following:

- Develop a detailed maintenance plan and schedule to be submitted to the Landscape Architect a minimum of 30 days prior to beginning of the Extended Maintenance period.
- Maintenance shall be performed by skilled personnel that are familiar with native plant identification.
- Removal and Replacement of Dead and/or unhealthy plants and plugs after the original one-year warranty period had expired.
- Removal of weed species. At a minimum this should be on a bi-weekly schedule. Under no circumstances shall any weed species be allowed to go to seed.
- Periodic Mowing or "Weed Eating". Likely 1-4 times per year depending on weed growth.
- Selective herbicide weed treatment
- Thatch Removal after mowing
- Removal of dead plant material
- Remulching planted plants with shredded hardwood mulch.
- Other maintenance determined to be needed to establish a healthy native plant community.

This work shall be paid for at the contract unit price per year for the item NATIVE PLANTING EXTENDED MAINTENANCE.

**DIVISION 329200 – TURF AND GRASSES**

See PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS, THE STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

- A. SECTION INCLUDES:
  - 1. TURF SEEDING.
  - 2. NATIVE PRAIRIE / BIOSWALE SEEDING.
- B. RELATED SECTIONS:
  - 1. DIVISION 32 SECTION "PLANTS" FOR BORDER EDGINGS.

1.3 DEFINITIONS

- A. DUFF LAYER: THE SURFACE LAYER OF NATIVE TOPSOIL THAT IS COMPOSED OF MOSTLY DECAYED LEAVES, TWIGS, AND DETRITUS.
- B. FINISH GRADE: ELEVATION OF FINISHED SURFACE OF PLANTING SOIL.
- C. MANUFACTURED TOPSOIL: SOIL PRODUCED OFF-SITE BY HOMOGENEOUSLY BLENDING MINERAL SOILS OR SAND WITH STABILIZED ORGANIC SOIL AMENDMENTS TO PRODUCE TOPSOIL OR PLANTING SOIL.
- D. PESTICIDE: A SUBSTANCE OR MIXTURE INTENDED FOR PREVENTING, DESTROYING, REPELLING, OR MITIGATING A PEST. THIS INCLUDES INSECTICIDES, MITICIDES, HERBICIDES, FUNGICIDES, RODENTICIDES, AND MOLLUSCICIDES. IT ALSO INCLUDES SUBSTANCES OR MIXTURES INTENDED FOR USE AS A PLANT REGULATOR, DEFOLIANT, OR DESICCANT.
- E. PESTS: LIVING ORGANISMS THAT OCCUR WHERE THEY ARE NOT DESIRED OR THAT CAUSE DAMAGE TO PLANTS, ANIMALS, OR PEOPLE. THESE INCLUDE INSECTS, MITES, GRUBS, MOLLUSKS (SNAILS AND SLUGS), RODENTS (GOPHERS, MOLES, AND MICE), UNWANTED PLANTS (WEEDS), FUNGI, BACTERIA, AND VIRUSES.
- F. TOPSOIL: STANDARDIZED TOPSOIL; IMPORTED TOPSOIL; OR MANUFACTURED TOPSOIL THAT IS MODIFIED WITH SOIL AMENDMENTS AND PERHAPS FERTILIZERS TO PRODUCE A SOIL MIXTURE BEST FOR PLANT GROWTH.
- G. SUBGRADE: SURFACE OR ELEVATION OF SUBSOIL REMAINING AFTER EXCAVATION IS COMPLETE, OR TOP SURFACE OF A FILL OR BACKFILL BEFORE PLANTING SOIL IS PLACED.
- H. SUBSOIL: ALL SOIL BENEATH THE TOPSOIL LAYER OF THE SOIL PROFILE, AND TYPIFIED BY THE LACK OF ORGANIC MATTER AND SOIL ORGANISMS.
- I. SURFACE SOIL: SOIL THAT IS PRESENT AT THE TOP LAYER OF THE EXISTING SOIL PROFILE AT THE PROJECT SITE. IN UNDISTURBED AREAS, THE SURFACE SOIL IS TYPICALLY TOPSOIL, BUT IN DISTURBED AREAS SUCH AS URBAN ENVIRONMENTS, THE SURFACE SOIL CAN BE SUBSOIL.

1.4 SUBMITTALS

- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT INDICATED.
  - 1. PESTICIDES AND HERBICIDES: INCLUDE PRODUCT LABEL AND MANUFACTURER'S APPLICATION INSTRUCTIONS SPECIFIC TO THIS PROJECT.
- B. CERTIFICATION OF GRASS SEED: FROM SEED VENDOR FOR EACH GRASS-SEED MONOSTAND OR MIXTURE STATING THE BOTANICAL AND COMMON NAME,

PERCENTAGE BY WEIGHT OF EACH SPECIES AND VARIETY, AND PERCENTAGE OF PURITY, GERMINATION, AND WEED SEED. INCLUDE THE YEAR OF PRODUCTION AND DATE OF PACKAGING.

1. CERTIFICATION OF EACH SEED MIXTURE FOR TURFGRASS. INCLUDE IDENTIFICATION OF SOURCE AND NAME AND TELEPHONE NUMBER OF SUPPLIER.

C. QUALIFICATION DATA: FOR QUALIFIED LANDSCAPE INSTALLER.

D. PRODUCT CERTIFICATES: FOR SOIL AMENDMENTS AND FERTILIZERS, FROM MANUFACTURER.

E. MATERIAL TEST REPORTS: FOR IMPORTED OR MANUFACTURED TOPSOIL.

F. MAINTENANCE INSTRUCTIONS: RECOMMENDED PROCEDURES TO BE ESTABLISHED BY OWNER FOR MAINTENANCE OF TURF AND MEADOWS DURING A CALENDAR YEAR. SUBMIT BEFORE EXPIRATION OF REQUIRED INITIAL MAINTENANCE PERIODS.

1.5 QUALITY ASSURANCE

A. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL TURF AND MEADOW ESTABLISHMENT.

1. EXPERIENCE: FIVE YEARS' EXPERIENCE IN TURF INSTALLATION.

2. INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT SITE WHEN WORK IS IN PROGRESS.

3. PERSONNEL CERTIFICATIONS: INSTALLER'S FIELD SUPERVISOR SHALL HAVE CERTIFICATION IN ONE OF THE FOLLOWING CATEGORIES FROM THE PROFESSIONAL LANDCARE NETWORK:

a. CERTIFIED LANDSCAPE TECHNICIAN - EXTERIOR, WITH INSTALLATION AND MAINTENANCE SPECIALTY AREA(S), DESIGNATED CLT-EXTERIOR.

b. CERTIFIED TURFGRASS PROFESSIONAL, DESIGNATED CTP.

c. CERTIFIED TURFGRASS PROFESSIONAL OF COOL SEASON LAWNS, DESIGNATED CTP-CSL.

4. MAINTENANCE PROXIMITY: NOT MORE THAN ONE (1) HOURS' NORMAL TRAVEL TIME FROM INSTALLER'S PLACE OF BUSINESS TO PROJECT SITE.

5. PESTICIDE APPLICATOR: STATE LICENSED, COMMERCIAL.

B. SOIL-TESTING LABORATORY QUALIFICATIONS: AN INDEPENDENT LABORATORY OR UNIVERSITY LABORATORY, RECOGNIZED BY THE STATE DEPARTMENT OF AGRICULTURE, WITH THE EXPERIENCE AND CAPABILITY TO CONDUCT THE TESTING INDICATED AND THAT SPECIALIZES IN TYPES OF TESTS TO BE PERFORMED.

C. SOIL ANALYSIS: FOR EACH UNAMENDED SOIL TYPE, FURNISH SOIL ANALYSIS AND A WRITTEN REPORT BY A QUALIFIED SOIL-TESTING LABORATORY STATING PERCENTAGES OF ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT; CATION EXCHANGE CAPACITY; DELETERIOUS MATERIAL; PH; AND MINERAL AND PLANT-NUTRIENT CONTENT OF THE SOIL.

1. TESTING METHODS AND WRITTEN RECOMMENDATIONS SHALL COMPLY WITH USDA'S HANDBOOK NO. 60.

2. THE SOIL-TESTING LABORATORY SHALL OVERSEE SOIL SAMPLING, WITH DEPTH, LOCATION, AND NUMBER OF SAMPLES TO BE TAKEN PER INSTRUCTIONS FROM LANDSCAPE ARCHITECT. A MINIMUM OF FIVE (5)

REPRESENTATIVE SAMPLES SHALL BE TAKEN FROM VARIED LOCATIONS FOR EACH SOIL TO BE USED OR AMENDED FOR PLANTING PURPOSES.

3. REPORT SUITABILITY OF TESTED SOIL FOR TURF GROWTH.
    - a. BASED ON THE TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE INCORPORATED. STATE RECOMMENDATIONS IN WEIGHT PER 1000 SQ. FT. OR VOLUME PER CU. YD. FOR NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS.
    - b. REPORT PRESENCE OF PROBLEM SALTS, MINERALS, OR HEAVY METALS, INCLUDING ALUMINUM, ARSENIC, BARIUM, CADMIUM, CHROMIUM, COBALT, LEAD, LITHIUM, AND VANADIUM. IF SUCH PROBLEM MATERIALS ARE PRESENT, PROVIDE ADDITIONAL RECOMMENDATIONS FOR CORRECTIVE ACTION.
  - D. PREINSTALLATION CONFERENCE: CONDUCT CONFERENCE AT PROJECT SITE.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. SEED AND OTHER PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN ORIGINAL, UNOPENED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND INDICATION OF CONFORMANCE WITH STATE AND FEDERAL LAWS, AS APPLICABLE.
  - B. BULK MATERIALS:
    1. DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, UTILITIES, WALKWAYS AND PAVEMENTS, OR ON EXISTING TURF AREAS OR PLANTS.
    2. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF BULK MATERIALS, DISCHARGE OF SOIL-BEARING WATER RUNOFF, AND AIRBORNE DUST REACHING ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, OR WALKWAYS.
    3. ACCOMPANY EACH DELIVERY OF BULK FERTILIZERS AND SOIL AMENDMENTS WITH APPROPRIATE CERTIFICATES.
- 1.7 PROJECT CONDITIONS
- A. PLANTING RESTRICTIONS: PLANT DURING ONE OF THE FOLLOWING PERIODS, UNLESS AUTHORIZED IN WRITING BY THE LANDSCAPE ARCHITECT. COORDINATE PLANTING PERIODS WITH INITIAL MAINTENANCE PERIODS TO PROVIDE REQUIRED MAINTENANCE.
    1. NATIVE SEEDING: APRIL 1<sup>ST</sup> THRU JUNE 30<sup>TH</sup>
  - B. WEATHER LIMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED WHEN BENEFICIAL AND OPTIMUM RESULTS MAY BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 1.8 MAINTENANCE SERVICE
- A. INITIAL MAINTENANCE SERVICE: PROVIDE FULL MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLER. MAINTAIN AS REQUIRED IN PART 3. BEGIN MAINTENANCE IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE FOR THE FOLLOWING PERIODS:



1. NATIVE SEEDING: 90 CALENDAR DAYS FROM PROJECT'S SUBSTANTIAL COMPLETION. IF MAINTENANCE PERIOD EXTENDS PAST NOVEMBER 15TH, THEN REMAINDER OF MAINTENANCE PERIOD SHALL RESUME THE FOLLOWING SPRING ON APRIL 1ST.

PART 2 - PRODUCTS

- 1.9 NATIVE SEED
  - A. SEE PLANS AND NOTES
- 2.0 INORGANIC SOIL AMENDMENTS
  - A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT AND AS FOLLOWS:
    1. CLASS: O, WITH A MINIMUM OF 95 PERCENT PASSING THROUGH NO. 8 SIEVE AND A MINIMUM OF 55 PERCENT PASSING THROUGH NO. 60 SIEVE.
    2. PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE.
  - B. IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.
  - C. AGRICULTURAL GYPSUM: MINIMUM 90 PERCENT CALCIUM SULFATE, FINELY GROUND WITH 90 PERCENT PASSING THROUGH NO. 50 SIEVE.
  - D. SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED, AND FREE OF TOXIC MATERIALS.
- 2.1 ORGANIC SOIL AMENDMENTS
  - A. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, PH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS; AND AS FOLLOWS:
    1. ORGANIC MATTER CONTENT: 50 TO 60 PERCENT OF DRY WEIGHT.
  - B. SPHAGNUM PEAT: PARTIALLY DECOMPOSED SPHAGNUM PEAT MOSS, FINELY DIVIDED OR OF GRANULAR TEXTURE, WITH A PH RANGE OF 3.4 TO 4.8.
  - C. MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF STRAW, SAWDUST, OR OTHER BEDDING MATERIALS; FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WEED SEED, AND MATERIAL HARMFUL TO PLANT GROWTH.
- 2.2 FERTILIZERS
  - A. COMMERCIAL FERTILIZER: COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST- AND SLOW-RELEASE NITROGEN, 50 PERCENT DERIVED FROM NATURAL ORGANIC SOURCES OF UREA FORMALDEHYDE, PHOSPHOROUS, AND POTASSIUM IN THE FOLLOWING COMPOSITION:
    1. COMPOSITION: NITROGEN, PHOSPHOROUS, AND POTASSIUM IN AMOUNTS RECOMMENDED IN SOIL REPORTS FROM A QUALIFIED SOIL-TESTING LABORATORY.
- 2.3 TOPSOIL
  - A. TOPSOIL: PROVIDE TOPSOIL IN SUFFICIENT QUANTITIES TO MEET SPECIFIED DEPTHS. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED CONSTRUCTION OR MINING SITES WHERE TOPSOIL OCCURS AT LEAST 4 INCHES DEEP; DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS OR MARSHES.

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1. ADDITIONAL PROPERTIES OF IMPORTED TOPSOIL OR MANUFACTURED TOPSOIL: SCREENED AND FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION; FREE OF ROOTS, PLANTS, SOD, CLODS, CLAY LUMPS, POCKETS OF COARSE SAND, PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, BUILDING DEBRIS, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, ACID, AND OTHER EXTRANEIOUS MATERIALS HARMFUL TO PLANT GROWTH; FREE OF OBNOXIOUS WEEDS AND INVASIVE PLANTS INCLUDING QUACKGRASS, JOHNSONGRASS, POISON IVY, NUTSEGE, NIMBLEWILL, CANADA THISTLE, BINDWEED, BENTGRASS, WILD GARLIC, GROUND IVY, PERENNIAL SORREL, AND BROMEGRASS; NOT INFESTED WITH NEMATODES, GRUBS, OTHER PESTS, PEST EGGS, OR OTHER UNDESIRABLE ORGANISMS AND DISEASE-CAUSING PLANT PATHOGENS; FRIABLE AND WITH SUFFICIENT STRUCTURE TO GIVE GOOD TILTH AND AERATION. CONTINUOUS, AIR-FILLED, PORE-SPACE CONTENT ON A VOLUME/VOLUME BASIS SHALL BE AT LEAST 15 PERCENT WHEN MOISTURE IS PRESENT AT FIELD CAPACITY.
  2. MIX IMPORTED TOPSOIL OR MANUFACTURED TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS AND FERTILIZERS IN THE QUANTITIES RECOMMENDED BY SOIL TESTS TO PRODUCE PLANTING SOIL:
    - a. LOOSE COMPOST.
    - b. LIME
    - c. IRON SULFATE.
    - d. AGRICULTURAL GYPSUM.
    - e. SAND.
    - f. COMMERCIAL FERTILIZER.
- 2.4 STRAW MULCH
- A. STRAW MULCH SHALL BE PER ARTICLE 251 OF THE STANDARD SPECIFICAITONS AND SHALL BE MULCH METHOD 2, PROCEDURE 2.
- 2.5 PESTICIDES
- A. GENERAL: PESTICIDE, REGISTERED AND APPROVED BY EPA, ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND OF TYPE RECOMMENDED BY MANUFACTURER FOR EACH SPECIFIC PROBLEM AND AS REQUIRED FOR PROJECT CONDITIONS AND APPLICATION. DO NOT USE RESTRICTED PESTICIDES UNLESS AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION.
  - B. PRE-EMERGENT HERBICIDE (SELECTIVE AND NON-SELECTIVE): EFFECTIVE FOR CONTROLLING THE GERMINATION OR GROWTH OF WEEDS WITHIN PLANTED AREAS AT THE SOIL LEVEL DIRECTLY BELOW THE MULCH LAYER.
  - C. POST-EMERGENT HERBICIDE (SELECTIVE AND NON-SELECTIVE): EFFECTIVE FOR CONTROLLING WEED GROWTH THAT HAS ALREADY GERMINATED.
- PART 3 - EXECUTION
- 2.6 EXAMINATION
- A. EXAMINE AREAS TO BE PLANTED FOR COMPLIANCE WITH REQUIREMENTS AND OTHER CONDITIONS AFFECTING PERFORMANCE.
    1. VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL OR LIQUID SUCH AS PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS,

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CEMENT, PLASTER, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, OR ACID HAS BEEN DEPOSITED IN SOIL WITHIN A PLANTING AREA.

2. DO NOT MIX OR PLACE SOILS AND SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
  3. SUSPEND SOIL SPREADING, GRADING, AND TILLING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE UNTIL THE MOISTURE CONTENT REACHES ACCEPTABLE LEVELS TO ATTAIN THE REQUIRED RESULTS.
  4. UNIFORMLY MOISTEN EXCESSIVELY DRY SOIL THAT IS NOT WORKABLE AND WHICH IS TOO DUSTY.
- B. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- C. IF CONTAMINATION BY FOREIGN OR DELETERIOUS MATERIAL OR LIQUID IS PRESENT IN SOIL WITHIN A PLANTING AREA, REMOVE THE SOIL AND CONTAMINATION AS DIRECTED BY LANDSCAPE ARCHITECT AND REPLACE WITH NEW PLANTING SOIL.

**2.7 PREPARATION**

- A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES, TREES, SHRUBS, AND PLANTINGS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
1. PROTECT GRADE STAKES SET BY OTHERS UNTIL DIRECTED TO REMOVE THEM.
- B. INSTALL EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.

**2.8 NATIVE SEEDING AREA PREPARATION**

- A. LIMIT SUBGRADE PREPARATION TO AREAS TO BE SEEDED.
- B. NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES. REMOVE STONES LARGER THAN 1/2 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEIOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
1. APPLY COMMERCIAL FERTILIZER DIRECTLY TO SUBGRADE BEFORE LOOSENING.
  2. NATIVE SEEDING AREAS - SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND.
    - a. DELAY MIXING FERTILIZER WITH PLANTING SOIL IF SEEDING WILL NOT PROCEED WITHIN A FEW DAYS.
    - b. MIX LIME WITH DRY SOIL BEFORE MIXING FERTILIZER.
  3. NATIVE SEEDING AND PLUG PLANTING AREA - SPREAD PLANTING MIX TO A DEPTH OF 6 INCHES BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD IF SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
    - a. SPREAD APPROXIMATELY 1/2 THE THICKNESS OF PLANTING MIX OVER LOOSENED SUBGRADE. MIX THOROUGHLY INTO TOP 2 INCHES OF SUBGRADE. SPREAD REMAINDER OF PLANTING MIX.
- C. UNCHANGED SUBGRADES: IF NATIVE SEED IS TO BE SEEDED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS:
1. REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO

SURFACE SOIL.

2. LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO THE RECOMMENDATIONS OF THE SOIL TESTS AND PER THE PLAN NOTES (FOR PLANTING MIX) MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
    - a. APPLY COMMERCIAL FERTILIZER DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
  3. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEIOUS MATTER.
  4. LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNER'S PROPERTY.
- D. FINISH GRADING: GRADE SEEDING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE. CONFIRM THAT ALL PLANTING AREAS ARE GRADED TO PROVIDE POSITIVE DRAINAGE BEFORE PLANTING OPERATIONS ARE BEGUN.
- E. MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
- F. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISH GRADING; RESTORE SEEDING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.

2.9 SEEDING

- A. SOW SEED WITH SPREADER OR SEEDING MACHINE SPECIFICALLY DESIGN FOR NATIVE SEED (I.E. "TRUAX" NATIVE SEED DRILL OR BRILLION MULTI-BOX). DO NOT BROADCAST OR DROP SEED WHEN WIND VELOCITY EXCEEDS 5 MPH. EVENLY DISTRIBUTE SEED BY SOWING EQUAL QUANTITIES IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.
  1. DO NOT USE WET SEED OR SEED THAT IS MOLDY OR OTHERWISE DAMAGED.
- B. SEE NOTES AND SCHEDULE FOR NATIVE PRAIRIE SEED RATE.
- C. RAKE SEED LIGHTLY INTO TOP 1/4 INCH OF SOIL, ROLL LIGHTLY, AND WATER WITH FINE SPRAY.
- D. PROTECT NATIVE SEED AREAS WITH STRAW MULCH (MULCH METHOD 2, PROCEDURE 2).
- E. PROTECT SEEDED AREAS FROM HOT, DRY WEATHER OR DRYING WINDS BY APPLYING PLANTING SOIL WITHIN 24 HOURS AFTER COMPLETING SEEDING OPERATIONS. SOAK AREAS, SCATTER SOIL UNIFORMLY TO A THICKNESS OF 1/4 INCHES, AND ROLL SURFACE SMOOTH.

3.0 NATIVE SEED MAINTENANCE

- A. MAINTAIN AND ESTABLISH NATIVE SEED BY WATERING, FERTILIZING, WEEDING, REPLANTING, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE NATIVE PRAIRIE. ROLL, REGRADE, AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH TURF. PROVIDE MATERIALS AND INSTALLATION THE SAME AS THOSE USED IN THE ORIGINAL INSTALLATION.

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1. FILL AS NECESSARY IN AREAS OF SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MATERIALS AND TURF DAMAGED OR LOST IN AREAS OF SUBSIDENCE.
  2. IN AREAS WHERE MULCH HAS BEEN DISTURBED BY WIND OR MAINTENANCE OPERATIONS, ADD NEW MULCH AND ANCHOR AS REQUIRED TO PREVENT DISPLACEMENT.
  3. APPLY TREATMENTS AS REQUIRED TO KEEP NATIVE AREA AND SOIL FREE OF PESTS AND PATHOGENS OR DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS.
- B. WATERING: INSTALL AND MAINTAIN TEMPORARY PIPING, HOSES, AND WATERING EQUIPMENT TO CONVEY WATER FROM SOURCES AND TO KEEP TURF UNIFORMLY MOIST TO A DEPTH OF 4 INCHES.
1. SCHEDULE WATERING TO PREVENT WILTING, PUDDLING, EROSION, AND DISPLACEMENT OF SEED OR MULCH. LAY OUT TEMPORARY WATERING SYSTEM TO AVOID WALKING OVER MUDDY OR NEWLY PLANTED AREAS.
  2. WATER TURF WITH FINE SPRAY AT A MINIMUM RATE OF 1 INCH PER WEEK UNLESS RAINFALL PRECIPITATION IS ADEQUATE
- 3.1 SATISFACTORY NATIVE SEEDED AREAS
- A. NATIVE SEEDED AREAS SHALL MEET THE FOLLOWING CRITERIA AS DETERMINED BY LANDSCAPE ARCHITECT:
1. SATISFACTORY SEEDED NATIVE AREA: AT END OF MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASSES AND FORBS HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES. COVERAGE SHALL EXCEED 80 PERCENT (INCLUDING COVER CROP) OVER ANY 10 SQ. FT. A MINIMUM OF 20 PERCENT OF THE COVERAGE SHALL BE NATIVE SPECIES WITH A MINIMUM OF 50 PERCENT OF THE NATIVE SPECIES REPRESENTED WITHIN THE NATIVE SEEDED AREAS.
  - B. USE SPECIFIED MATERIALS TO REESTABLISH NATIVE SEEDED AREAS THAT DO NOT COMPLY WITH REQUIREMENTS AND CONTINUE MAINTENANCE UNTIL NATIVE PRAIRIE / BIOSWALE IS SATISFACTORY.
- 3.2 PESTICIDE APPLICATION
- A. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.
- B. POST-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY ONLY AS NECESSARY TO TREAT ALREADY-GERMINATED WEEDS AND IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
- 3.3 CLEANUP AND PROTECTION
- A. PROMPTLY REMOVE SOIL AND DEBRIS CREATED BY WORK FROM PAVED AREAS. CLEAN WHEELS OF VEHICLES BEFORE LEAVING SITE TO AVOID TRACKING SOIL ONTO ROADS, WALKS, OR OTHER PAVED AREAS.
- B. ERECT TEMPORARY FENCING OR BARRICADES AND WARNING SIGNS AS REQUIRED TO

PROTECT NEWLY PLANTED AREAS FROM TRAFFIC. MAINTAIN FENCING AND BARRICADES THROUGHOUT INITIAL MAINTENANCE PERIOD AND REMOVE AFTER PLANTINGS ARE ESTABLISHED.

- C. REMOVE NON-DEGRADABLE EROSION-CONTROL MEASURES AFTER GRASS ESTABLISHMENT PERIOD.

**END OF SECTION 329200**

**DIVISION 329300 – PLANTS**

**PART I - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS, APPLY TO THIS SECTION.

**1.2 SUMMARY**

- A. SECTION INCLUDES:
  - 1. PLANTS.
  - 2. PLANTING SOILS.
- B. RELATED SECTIONS:

- 1.2 DIVISION 32 SECTION "TURF AND GRASSES" FOR TURF (LAWN) AND NATIVE PRAIRIE SEEDING AND EROSION-CONTROL MATERIALS.

**1.3 DEFINITIONS**

- A. BALLED AND BURLAPPED STOCK: PLANTS DUG WITH FIRM, NATURAL BALLS OF EARTH IN WHICH THEY WERE GROWN, WITH BALL SIZE NOT LESS THAN DIAMETER AND DEPTH RECOMMENDED BY ANSI Z60.1 FOR TYPE AND SIZE OF PLANT REQUIRED; WRAPPED WITH BURLAP, TIED, RIGIDLY SUPPORTED, AND DRUM LACED WITH TWINE WITH THE ROOT FLARE VISIBLE AT THE SURFACE OF THE BALL AS RECOMMENDED BY ANSI Z60.1.
- B. CONTAINER-GROWN STOCK: HEALTHY, VIGOROUS, WELL-ROOTED PLANTS GROWN IN A CONTAINER, WITH A WELL-ESTABLISHED ROOT SYSTEM REACHING SIDES OF CONTAINER AND MAINTAINING A FIRM BALL WHEN REMOVED FROM CONTAINER. CONTAINER SHALL BE RIGID ENOUGH TO HOLD BALL SHAPE AND PROTECT ROOT MASS DURING SHIPPING AND BE SIZED ACCORDING TO ANSI Z60.1 FOR TYPE AND SIZE OF PLANT REQUIRED.
- C. FINISH GRADE: ELEVATION OF FINISHED SURFACE OF PLANTING SOIL.
- D. MANUFACTURED TOPSOIL: SOIL PRODUCED OFF-SITE BY HOMOGENEOUSLY BLENDING MINERAL SOILS OR SAND WITH STABILIZED ORGANIC SOIL AMENDMENTS TO PRODUCE TOPSOIL OR PLANTING SOIL.
- E. PESTICIDE: A SUBSTANCE OR MIXTURE INTENDED FOR PREVENTING, DESTROYING, REPELLING, OR MITIGATING A PEST. THIS INCLUDES INSECTICIDES, MITICIDES, HERBICIDES, FUNGICIDES, RODENTICIDES, AND MOLLUSCICIDES. IT ALSO INCLUDES SUBSTANCES OR MIXTURES INTENDED FOR USE AS A PLANT REGULATOR, DEFOLIANT, OR DESICCANT.
- F. PESTS: LIVING ORGANISMS THAT OCCUR WHERE THEY ARE NOT DESIRED, OR THAT CAUSE DAMAGE TO PLANTS, ANIMALS, OR PEOPLE. THESE INCLUDE INSECTS, MITES, GRUBS, MOLLUSKS (SNAILS AND SLUGS), RODENTS (GOPHERS, MOLES, AND MICE), UNWANTED PLANTS (WEEDS), FUNGI, BACTERIA, AND VIRUSES.

- G. PLANTING AREA: AREAS TO BE PLANTED.
- H. PLANTING MIX: SEE PLANS
- I. PLANT; PLANTS; PLANT MATERIAL: THESE TERMS REFER TO VEGETATION IN GENERAL, INCLUDING TREES, SHRUBS, VINES, GROUND COVERS, ORNAMENTAL GRASSES, BULBS, CORMS, TUBERS, OR HERBACEOUS VEGETATION.
- J. ROOT FLARE: ALSO CALLED "TRUNK FLARE." THE AREA AT THE BASE OF THE PLANT'S STEM OR TRUNK WHERE THE STEM OR TRUNK BROADENS TO FORM ROOTS; THE AREA OF TRANSITION BETWEEN THE ROOT SYSTEM AND THE STEM OR TRUNK.
- K. STEM GIRDLING ROOTS: ROOTS THAT ENCIRCLE THE STEMS (TRUNKS) OF TREES BELOW THE SOIL SURFACE.
- L. SUBGRADE: SURFACE OR ELEVATION OF SUBSOIL REMAINING AFTER EXCAVATION IS COMPLETE, OR THE TOP SURFACE OF A FILL OR BACKFILL BEFORE PLANTING SOIL IS PLACED.
- M. SUBSOIL: ALL SOIL BENEATH THE TOPSOIL LAYER OF THE SOIL PROFILE, AND TYPIFIED BY THE LACK OF ORGANIC MATTER AND SOIL ORGANISMS.
- N. SURFACE SOIL: SOIL THAT IS PRESENT AT THE TOP LAYER OF THE EXISTING SOIL PROFILE AT THE PROJECT SITE. IN UNDISTURBED AREAS, THE SURFACE SOIL IS TYPICALLY TOPSOIL; BUT IN DISTURBED AREAS SUCH AS URBAN ENVIRONMENTS, THE SURFACE SOIL CAN BE SUBSOIL.

#### 1.4 SUBMITTALS

- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT INDICATED, INCLUDING SOILS.
  - 1. PLANT MATERIALS: INCLUDE QUANTITIES, SIZES, QUALITY, AND SOURCES FOR PLANT MATERIALS.
  - 2. PESTICIDES AND HERBICIDES: INCLUDE PRODUCT LABEL AND MANUFACTURER'S APPLICATION INSTRUCTIONS SPECIFIC TO THE PROJECT.
  - 3. PLANT PHOTOGRAPHS: INCLUDE COLOR PHOTOGRAPHS IN DIGITAL FORMAT OF EACH REQUIRED SPECIES AND SIZE OF PLANT MATERIAL AS IT WILL BE FURNISHED TO THE PROJECT. TAKE PHOTOGRAPHS FROM AN ANGLE DEPICTING TRUE SIZE AND CONDITION OF THE TYPICAL PLANT TO BE FURNISHED. INCLUDE A SCALE ROD OR OTHER MEASURING DEVICE IN EACH PHOTOGRAPH. FOR SPECIES WHERE MORE THAN 10 PLANTS ARE REQUIRED, INCLUDE A MINIMUM OF THREE PHOTOGRAPHS SHOWING THE AVERAGE PLANT, THE BEST QUALITY PLANT, AND THE WORST QUALITY PLANT TO BE FURNISHED. IDENTIFY EACH PHOTOGRAPH WITH THE FULL SCIENTIFIC NAME OF THE PLANT, PLANT SIZE, AND NAME OF THE GROWING NURSERY.
- B. SAMPLES FOR VERIFICATION: FOR EACH OF THE FOLLOWING:
  - 1. MULCH: 1-PINT VOLUME OF EACH ORGANIC MULCH REQUIRED; IN SEALED PLASTIC BAGS LABELED WITH COMPOSITION OF MATERIALS BY PERCENTAGE OF WEIGHT AND SOURCE OF MULCH. EACH SAMPLE SHALL BE TYPICAL OF THE LOT OF MATERIAL TO BE FURNISHED; PROVIDE AN ACCURATE REPRESENTATION OF COLOR, TEXTURE, AND ORGANIC MAKEUP.
- C. QUALIFICATION DATA: FOR QUALIFIED LANDSCAPE INSTALLER. INCLUDE LIST OF SIMILAR PROJECTS COMPLETED BY INSTALLER DEMONSTRATING INSTALLER'S CAPABILITIES AND EXPERIENCE. INCLUDE PROJECT NAMES, ADDRESSES, AND YEAR COMPLETED, AND INCLUDE NAMES AND ADDRESSES OF OWNERS' CONTACT PERSONS.
- D. PRODUCT CERTIFICATES: FOR EACH TYPE OF MANUFACTURED PRODUCT, FROM MANUFACTURER, AND COMPLYING WITH THE FOLLOWING:
  - 1. MANUFACTURER'S CERTIFIED ANALYSIS OF STANDARD PRODUCTS.
  - 2. ANALYSIS OF OTHER MATERIALS BY A RECOGNIZED LABORATORY MADE ACCORDING TO

METHODS ESTABLISHED BY THE ASSOCIATION OF OFFICIAL ANALYTICAL CHEMISTS, WHERE APPLICABLE.

- E. MATERIAL TEST REPORTS: FOR IMPORTED OR MANUFACTURED TOPSOIL.
- F. MAINTENANCE INSTRUCTIONS: RECOMMENDED PROCEDURES TO BE ESTABLISHED BY OWNER FOR MAINTENANCE OF PLANTS DURING A CALENDAR YEAR. SUBMIT BEFORE START OF REQUIRED MAINTENANCE PERIODS.
- G. WARRANTY: SAMPLE OF SPECIAL WARRANTY.

1.5 QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL ESTABLISHMENT OF PLANTS.
  - 1. PROFESSIONAL MEMBERSHIP: INSTALLER SHALL BE A MEMBER IN GOOD STANDING OF EITHER THE PROFESSIONAL LANDSCAPE NETWORK OR THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
  - 2. EXPERIENCE: FIVE YEARS' EXPERIENCE IN LANDSCAPE INSTALLATION.
  - 3. INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT SITE WHEN WORK IS IN PROGRESS.
  - 4. PERSONNEL CERTIFICATIONS: INSTALLER'S FIELD SUPERVISOR SHALL HAVE CERTIFICATION IN ONE OF THE FOLLOWING CATEGORIES FROM THE PROFESSIONAL LANDSCAPE NETWORK:
    - a. CERTIFIED LANDSCAPE TECHNICIAN - EXTERIOR, WITH INSTALLATION AND MAINTENANCE SPECIALTY AREA(S), DESIGNATED CLT-EXTERIOR.
  - 5. PESTICIDE APPLICATOR: STATE LICENSED, COMMERCIAL.
- B. SOIL-TESTING LABORATORY QUALIFICATIONS: AN INDEPENDENT OR UNIVERSITY LABORATORY, RECOGNIZED BY THE STATE DEPARTMENT OF AGRICULTURE, WITH THE EXPERIENCE AND CAPABILITY TO CONDUCT THE TESTING INDICATED AND THAT SPECIALIZES IN TYPES OF TESTS TO BE PERFORMED.
- C. SOIL ANALYSIS: FOR EACH UNAMENDED SOIL TYPE, FURNISH SOIL ANALYSIS AND A WRITTEN REPORT BY A QUALIFIED SOIL-TESTING LABORATORY STATING PERCENTAGES OF ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT; CATION EXCHANGE CAPACITY; DELETERIOUS MATERIAL; PH; AND MINERAL AND PLANT-NUTRIENT CONTENT OF THE SOIL.
  - 1. TESTING METHODS AND WRITTEN RECOMMENDATIONS SHALL COMPLY WITH USDA'S HANDBOOK NO. 60.
  - 2. THE SOIL-TESTING LABORATORY SHALL OVERSEE SOIL SAMPLING; WITH DEPTH, LOCATION, AND NUMBER OF SAMPLES TO BE TAKEN PER INSTRUCTIONS FROM LANDSCAPE ARCHITECT. A MINIMUM OF FIVE REPRESENTATIVE SAMPLES SHALL BE TAKEN FROM VARIED LOCATIONS FOR EACH SOIL TO BE USED OR AMENDED FOR PLANTING PURPOSES.
  - 3. REPORT SUITABILITY OF TESTED SOIL FOR PLANT GROWTH.
    - a. BASED UPON THE TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE INCORPORATED. STATE RECOMMENDATIONS IN WEIGHT PER 1000 SQ. FT. OR VOLUME PER CU. YD. FOR NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS.
    - b. REPORT PRESENCE OF PROBLEM SALTS, MINERALS, OR HEAVY METALS, INCLUDING ALUMINUM, ARSENIC, BARIUM, CADMIUM, CHROMIUM, COBALT, LEAD, LITHIUM, AND VANADIUM. IF SUCH PROBLEM MATERIALS ARE PRESENT, PROVIDE ADDITIONAL



RECOMMENDATIONS FOR CORRECTIVE ACTION.

- D. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1.
  - E. MEASUREMENTS: MEASURE ACCORDING TO ANSI Z60.1. DO NOT PRUNE TO OBTAIN REQUIRED SIZES.
    - 1. TREES AND SHRUBS: MEASURE WITH BRANCHES AND TRUNKS OR CANES IN THEIR NORMAL POSITION. TAKE HEIGHT MEASUREMENTS FROM OR NEAR THE TOP OF THE ROOT FLARE FOR FIELD-GROWN STOCK AND CONTAINER GROWN STOCK. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD; DO NOT MEASURE BRANCHES OR ROOTS TIP TO TIP. TAKE CALIPER MEASUREMENTS 6 INCHES ABOVE THE ROOT FLARE FOR TREES UP TO 4-INCH CALIPER SIZE, AND 12 INCHES ABOVE THE ROOT FLARE FOR LARGER SIZES.
    - 2. OTHER PLANTS: MEASURE WITH STEMS, PETIOLES, AND FOLIAGE IN THEIR NORMAL POSITION.
  - F. PLANT MATERIAL OBSERVATION: LANDSCAPE ARCHITECT MAY OBSERVE PLANT MATERIAL EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, CULTIVAR, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, PESTS, DISEASE SYMPTOMS, INJURIES, AND LATENT DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
    - 1. NOTIFY LANDSCAPE ARCHITECT OF SOURCES OF PLANTING MATERIALS SEVEN DAYS IN ADVANCE OF DELIVERY TO SITE.
  - G. PREINSTALLATION CONFERENCE: CONDUCT CONFERENCE AT PROJECT SITE.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN ORIGINAL, UNOPENED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND INDICATION OF CONFORMANCE WITH STATE AND FEDERAL LAWS IF APPLICABLE.
  - B. BULK MATERIALS:
    - 1. DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, UTILITIES, WALKWAYS AND PAVEMENTS, OR ON EXISTING TURF AREAS OR PLANTS.
    - 2. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF BULK MATERIALS, DISCHARGE OF SOIL-BEARING WATER RUNOFF, AND AIRBORNE DUST REACHING ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, OR WALKWAYS.
    - 3. ACCOMPANY EACH DELIVERY OF BULK FERTILIZERS, LIME, AND SOIL AMENDMENTS WITH APPROPRIATE CERTIFICATES.
  - C. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, WIND BURN, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF PLANTS DURING SHIPPING AND DELIVERY. DO NOT DROP PLANTS DURING DELIVERY AND HANDLING.
  - D. HANDLE PLANTING STOCK BY ROOT BALL.
  - E. STORE BULBS, CORMS, AND TUBERS IN A DRY PLACE AT 60 TO 65 DEG F UNTIL PLANTING.
  - F. DELIVER PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED, AND INSTALL IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX HOURS AFTER DELIVERY, SET PLANTS AND TREES IN THEIR APPROPRIATE ASPECT (SUN, FILTERED SUN, OR SHADE), PROTECT FROM

WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.

1. SET BALLED STOCK ON GROUND AND COVER BALL WITH SOIL, PEAT MOSS, SAWDUST, OR OTHER ACCEPTABLE MATERIAL.
2. DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING.
3. WATER ROOT SYSTEMS OF PLANTS STORED ON-SITE DEEPLY AND THOROUGHLY WITH A FINE-MIST SPRAY. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY-WET CONDITION.

1.7 PROJECT CONDITIONS

- A. FIELD MEASUREMENTS: VERIFY ACTUAL GRADE ELEVATIONS, SERVICE AND UTILITY LOCATIONS, IRRIGATION SYSTEM COMPONENTS, AND DIMENSIONS OF PLANTINGS AND CONSTRUCTION CONTIGUOUS WITH NEW PLANTINGS BY FIELD MEASUREMENTS BEFORE PROCEEDING WITH PLANTING WORK.
- B. INTERRUPTION OF EXISTING SERVICES OR UTILITIES: DO NOT INTERRUPT SERVICES OR UTILITIES TO FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED UNDER THE FOLLOWING CONDITIONS AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY SERVICES OR UTILITIES ACCORDING TO REQUIREMENTS INDICATED:
  1. NOTIFY LANDSCAPE ARCHITECT NO FEWER THAN TWO BUSINESS DAYS IN ADVANCE OF PROPOSED INTERRUPTION OF EACH SERVICE OR UTILITY.
  2. DO NOT PROCEED WITH INTERRUPTION OF SERVICES OR UTILITIES WITHOUT LANDSCAPE ARCHITECT'S WRITTEN PERMISSION.
- C. PLANTING RESTRICTIONS: PLANT DURING ONE OF THE FOLLOWING PERIODS. COORDINATE PLANTING PERIODS WITH MAINTENANCE PERIODS TO PROVIDE REQUIRED MAINTENANCE FROM DATE OF SUBSTANTIAL COMPLETION.
  1. SPRING PLANTING: MAY 1<sup>ST</sup> – JUNE 30<sup>TH</sup>.
- D. WEATHER LIMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED WHEN BENEFICIAL AND OPTIMUM RESULTS MAY BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- E. COORDINATION WITH TURF AREAS (LAWNS): PLANT TREES, SHRUBS, AND OTHER PLANTS AFTER FINISH GRADES ARE ESTABLISHED AND BEFORE PLANTING TURF AREAS UNLESS OTHERWISE INDICATED.
  1. WHEN PLANTING TREES, SHRUBS, AND OTHER PLANTS AFTER PLANTING TURF AREAS, PROTECT TURF AREAS, AND PROMPTLY REPAIR DAMAGE CAUSED BY PLANTING OPERATIONS.

1.8 WARRANTY

- A. SPECIAL WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
  1. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
    - a. DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE, LACK OF ADEQUATE MAINTENANCE, OR NEGLIGENCE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.

- b. STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
  - 2. WARRANTY PERIODS FROM DATE OF PROJECT'S SUBSTANTIAL COMPLETION:
    - a. NATIVE PLANTS AND PLUGS: 12 MONTHS.
  - 3. INCLUDE THE FOLLOWING REMEDIAL ACTIONS AS A MINIMUM:
    - a. IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
    - b. REPLACE PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
    - c. A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
    - d. PROVIDE EXTENDED WARRANTY FOR PERIOD EQUAL TO ORIGINAL WARRANTY PERIOD, FOR REPLACED PLANT MATERIAL (BEGINNING AT DATE OF REPLACEMENT).
- 1.9 MAINTENANCE SERVICE
- A. INITIAL MAINTENANCE SERVICE FOR NATIVE PLUGS AND PLANS: PROVIDE MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLER. MAINTAIN AS REQUIRED IN PART 3. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTS ARE INSTALLED AND CONTINUE UNTIL PLANTINGS ARE ACCEPTABLY HEALTHY AND WELL ESTABLISHED BUT FOR NOT LESS THAN MAINTENANCE PERIOD BELOW.
    - 1. MAINTENANCE PERIOD: 90 CALENDAR DAYS FROM DATE OF THE PROJECT'S SUBSTANTIAL COMPLETION. IF THE 90 CALENDAR DAYS EXTENDS PAST NOVEMBER 15TH, REMAINDER OF 90 CALENDAR DAY MAINTENANCE PERIOD SHALL CONTINUE ON APRIL 1ST THE FOLLOWING SPRING.

## PART 2 - PRODUCTS

### 2.1 PLANT MATERIAL

- A. GENERAL: FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE OR PLANT LEGEND SHOWN ON DRAWINGS AND COMPLYING WITH ANSI Z60.1; AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- B. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
- C. ROOT-BALL DEPTH: FURNISH TREES AND SHRUBS WITH ROOT BALLS MEASURED FROM TOP OF ROOT BALL, WHICH SHALL BEGIN AT ROOT FLARE ACCORDING TO ANSI Z60.1. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.
- D. LABELING: LABEL AT LEAST ONE PLANT OF EACH VARIETY, SIZE, AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF COMMON NAME AND FULL SCIENTIFIC NAME, INCLUDING GENUS AND SPECIES.

INCLUDE NOMENCLATURE FOR HYBRID, VARIETY, OR CULTIVAR, IF APPLICABLE FOR THE PLANT AS SHOWN ON DRAWINGS.

- E. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF PLANTS IS SHOWN ON DRAWINGS, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER THE LABELS TO ASSURE SYMMETRY IN PLANTING.

2.2 INORGANIC SOIL AMENDMENTS

- A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT AND AS FOLLOWS:
  - 1. CLASS: O, WITH A MINIMUM OF 95 PERCENT PASSING THROUGH NO. 8 SIEVE AND A MINIMUM OF 55 PERCENT PASSING THROUGH NO. 60 SIEVE.
  - 2. PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE.
- B. IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.
- C. AGRICULTURAL GYPSUM: MINIMUM 90 PERCENT CALCIUM SULFATE, FINELY GROUND WITH 90 PERCENT PASSING THROUGH NO. 50 SIEVE.
- D. SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED, AND FREE OF TOXIC MATERIALS.

2.3 ORGANIC SOIL AMENDMENTS

- A. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, PH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS; AND AS FOLLOWS:
  - 1. ORGANIC MATTER CONTENT: 50 TO 60 PERCENT OF DRY WEIGHT.
- B. SPHAGNUM PEAT: PARTIALLY DECOMPOSED SPHAGNUM PEAT MOSS, FINELY DIVIDED OR GRANULAR TEXTURE, WITH A PH RANGE OF 3.4 TO 4.8.
- C. MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF STRAW, SAWDUST, OR OTHER BEDDING MATERIALS; FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WEED SEED, DEBRIS, AND MATERIAL HARMFUL TO PLANT GROWTH.

2.4 FERTILIZERS

- A. COMMERCIAL FERTILIZER: COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST- AND SLOW-RELEASE NITROGEN, 50 PERCENT DERIVED FROM NATURAL ORGANIC SOURCES OF UREA FORMALDEHYDE, PHOSPHOROUS, AND POTASSIUM IN THE FOLLOWING COMPOSITION:
  - 1. COMPOSITION: NITROGEN, PHOSPHOROUS, AND POTASSIUM IN AMOUNTS RECOMMENDED IN SOIL REPORTS FROM A QUALIFIED SOIL-TESTING LABORATORY.

2.5 TOPSOIL

- A. TOSOIL: PROVIDE TOPSOIL IN SUFFICIENT QUANTITIES TO MEET SPECIFIED DEPTHS. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED CONSTRUCTION OR MINING SITES WHERE TOPSOIL OCCURS AT LEAST 4 INCHES DEEP; DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS, OR MARSHES.
  - 1. ADDITIONAL PROPERTIES OF IMPORTED TOPSOIL OR MANUFACTURED TOPSOIL: SCREENED AND FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION;

FREE OF ROOTS, PLANTS, SOD, CLODS, CLAY LUMPS, POCKETS OF COARSE SAND, PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, BUILDING DEBRIS, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, ACID, AND OTHER EXTRANEIOUS MATERIALS HARMFUL TO PLANT GROWTH; FREE OF OBNOXIOUS WEEDS AND INVASIVE PLANTS INCLUDING QUACKGRASS, JOHNSONGRASS, POISON IVY, NUTSEDGE, NIMBLEWILL, CANADA THISTLE, BINDWEED, BENTGRASS, WILD GARLIC, GROUND IVY, PERENNIAL SORREL, AND BROMEGRASS; NOT INFESTED WITH NEMATODES; GRUBS; OR OTHER PESTS, PEST EGGS, OR OTHER UNDESIRABLE ORGANISMS AND DISEASE-CAUSING PLANT PATHOGENS; FRIABLE AND WITH SUFFICIENT STRUCTURE TO GIVE GOOD TILTH AND AERATION. CONTINUOUS, AIR-FILLED PORE SPACE CONTENT ON A VOLUME/VOLUME BASIS SHALL BE AT LEAST 15 PERCENT WHEN MOISTURE IS PRESENT AT FIELD CAPACITY.

2. MIX IMPORTED TOPSOIL OR MANUFACTURED TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS AND FERTILIZERS IN THE QUANTITIES RECOMMENDED BY SOIL TEST:
  - a. LOOSE COMPOST.
  - b. LIME.
  - c. IRON SULFATE.
  - d. AGRICULTURAL GYPSUM.
  - e. SAND.
  - f. COMMERCIAL FERTILIZER.

2.6 MULCHES

- A. STRAW MULCH: PROVIDED FOR IN NATIVE SEEDING. NO ADDITIONAL MULCH IS REQUIRED FOR PLUGS.
- B. SHREDDED HARDWOOD MULCH: FOR AROUND ALL PLANTED NATIVE PLANTS.

2.7 PESTICIDES

- A. GENERAL: PESTICIDE REGISTERED AND APPROVED BY EPA, ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND OF TYPE RECOMMENDED BY MANUFACTURER FOR EACH SPECIFIC PROBLEM AND AS REQUIRED FOR PROJECT CONDITIONS AND APPLICATION. DO NOT USE RESTRICTED PESTICIDES UNLESS AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION.
- B. PRE-EMERGENT HERBICIDE (SELECTIVE AND NON-SELECTIVE): EFFECTIVE FOR CONTROLLING THE GERMINATION OR GROWTH OF WEEDS WITHIN PLANTED AREAS AT THE SOIL LEVEL DIRECTLY BELOW THE MULCH LAYER.
- C. POST-EMERGENT HERBICIDE (SELECTIVE AND NON-SELECTIVE): EFFECTIVE FOR CONTROLLING WEED GROWTH THAT HAS ALREADY GERMINATED.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. EXAMINE AREAS TO RECEIVE PLANTS FOR COMPLIANCE WITH REQUIREMENTS AND CONDITIONS AFFECTING INSTALLATION AND PERFORMANCE.
  1. VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL OR LIQUID SUCH AS PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, OR ACID HAS BEEN DEPOSITED IN SOIL WITHIN A PLANTING AREA.

2. DO NOT MIX OR PLACE SOILS AND SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
  3. SUSPEND SOIL SPREADING, GRADING, AND TILLING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE UNTIL THE MOISTURE CONTENT REACHES ACCEPTABLE LEVELS TO ATTAIN THE REQUIRED RESULTS.
  4. UNIFORMLY MOISTEN EXCESSIVELY DRY SOIL THAT IS NOT WORKABLE AND WHICH IS TOO DUSTY.
- B. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
  - C. IF CONTAMINATION BY FOREIGN OR DELETERIOUS MATERIAL OR LIQUID IS PRESENT IN SOIL WITHIN A PLANTING AREA, REMOVE THE SOIL AND CONTAMINATION AS DIRECTED BY LANDSCAPE ARCHITECT AND REPLACE WITH NEW PLANTING SOIL.
- 3.2 PREPARATION
- A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
  - B. INSTALL EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- 3.3 PLANTING AREA ESTABLISHMENT
- A. LOOSEN SUBGRADE OF PLANTING AREAS TO A MINIMUM DEPTH OF 8 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEIOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
    1. SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND PLANTING MIX.
      - a. DELAY MIXING FERTILIZER WITH PLANTING SOIL IF PLANTING WILL NOT PROCEED WITHIN A FEW DAYS.
    2. SPREAD PLANTING MIX THE DEPTH SPECIFIED BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
      - a. SPREAD APPROXIMATELY ONE-HALF THE THICKNESS OF PLANTING MIX OVER LOOSENED SUBGRADE. MIX THOROUGHLY INTO TOP 2 INCHES OF SUBGRADE. SPREAD REMAINDER OF PLANTING SOIL.
  - B. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
  - C. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- 3.4 NATIVE PLUG PLANTING
- A. SET OUT AND SPACE PLANTS AT THE DISTANCE SPECIFIED IN THE PLANS IN EVEN ROWS WITH TRIANGULAR SPACING.
  - B. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS.
  - C. FOR ROOTED CUTTING PLANTS SUPPLIED IN FLATS, PLANT EACH IN A MANNER THAT

WILL MINIMALLY DISTURB THE ROOT SYSTEM BUT TO A DEPTH NOT LESS THAN TWO NODES.

- D. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS.
- E. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
- F. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.

**3.12 PLANT MAINTENANCE**

- A. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESETTING TO PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
- B. FILL IN AS NECESSARY SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE.
- C. APPLY TREATMENTS AS REQUIRED TO KEEP PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS. TREATMENTS INCLUDE PHYSICAL CONTROLS SUCH AS HOSING OFF FOLIAGE, MECHANICAL CONTROLS SUCH AS TRAPS, AND BIOLOGICAL CONTROL AGENTS.

**3.13 PESTICIDE APPLICATION**

- A. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.
- B. PRE-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY TO TREE, SHRUB, AND GROUND-COVER AREAS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS. DO NOT APPLY TO SEEDED AREAS.
- C. POST-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY ONLY AS NECESSARY TO TREAT ALREADY-GERMINATED WEEDS AND IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

**3.14 CLEANUP AND PROTECTION**

- A. DURING PLANTING, KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN AND WORK AREA IN AN ORDERLY CONDITION.
- B. PROTECT PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND OPERATIONS OF OTHER CONTRACTORS AND TRADES. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.
- C. AFTER INSTALLATION AND BEFORE SUBSTANTIAL COMPLETION, REMOVE NURSERY TAGS, NURSERY STAKES, TIE TAPE, LABELS, WIRE, BURLAP, AND OTHER DEBRIS FROM PLANT MATERIAL, PLANTING AREAS, AND PROJECT SITE.

**3.15 DISPOSAL**

- A. REMOVE SURPLUS SOIL AND WASTE MATERIAL INCLUDING EXCESS SUBSOIL,

UNSUITABLE SOIL, TRASH, AND DEBRIS AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

**END OF SECTION 329300**

**PERMEABLE ARTICULATING CONCRETE BLOCK (P-ACB) SPECIFICATION FOR PARKING LOTS,  
DRIVEWAYS, ALLEYS AND ROADWAYS**

**PART 1: GENERAL**

**A. Definitions**

Contract Documents – the Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, the General conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports of subsurface and physical conditions are not Contract Documents. Only printed hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format, of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

CONTRACTOR – The individual or entity with whom OWNER has entered into the Agreement.

Drawings – That part of the Contract Documents prepared or approved by the ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by the CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

ENGINEER – The individual or entity named as such in the Agreement.

OWNER – The individual, entity, public body, or authority with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or part as may be indicated elsewhere in the Contract Documents.

Resident Project Representative – The authorized representative of the ENGINEER who may be assigned to the Site or any part thereof.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.



Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.

Site – Lands or areas indicated in the Contract Documents as being furnished by the OWNER upon which the Work is to be performed, including the rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of the CONTRACTOR.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship applied to the Work and certain administrative details applicable there to.

Subcontractor – An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the CONTRACTOR or Subcontractor.

Work - The entire completed construction of the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

#### **B. Samples**

A Natural Gray full-sized P-ACB can be supplied upon request. Alternate color samples can be supplied in 4" x 4" coupons.

A minimum of 3 lbs. samples of proposed subbase and/or base aggregate materials must be supplied to the engineer of record for approval in accordance with Aggregate Subbase listed in Part 3 below.

#### **C. Scope of Work**

The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of the Permeable Articulating Concrete Block (P-ACB) in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

#### **D. Submittal**

The CONTRACTOR shall submit to the engineer all manufacturer's performance research results and calculations in support of the permeable articulating concrete blocks P-ACB system and geotextile proposed for use.

The CONTRACTOR shall furnish to the engineer all manufacturer's specifications, literature, and installation drawings of the P-ACB.

**E. Preconstruction Conference**

Within 2 weeks prior to the installation of the P-ACB, a conference attended by CONTRACTOR, ENGINEER, Supplier, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

**PART 2: PRODUCTS**

**A. GENERAL**

Permeable Articulating Concrete Blocks (P-ACB) shall be premanufactured of individual concrete blocks with specific stormwater runoff and storage capacities. Blocks shall be hand-placed or mechanically installed with the use of a clamping or suction lifting device.

Individual blocks in the P-ACB shall be staggered, beveled, and interlocked for enhanced stability. The blocks shall be constructed of closed cell blocks with an arched storage chamber for additional stormwater runoff as shown on the contract drawings. Each row of blocks shall be laterally offset by one-half block width from the adjacent row so that any given block is interlocked to four other blocks (two in the row above and two in the row below). Six adjacent blocks shall also surround each block.

Each block shall incorporate interlocking surfaces that prevent lateral displacement of the blocks. The interlocking surfaces shall not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulating capability of the system. Backfilling of the joints between the P-ACB with rock chips or sand is not required and shall not be done or included in the Work.

**Infiltration Performance:** The P-ACB will only be accepted when accompanied by documented third party infiltration performance characteristics based on ASTM C1701/C1701M-09, or C1781. The infiltration rate shall be no less than 1,000 inches per hour on an outdoor working surface, with typical base material utilized for the test.

**Structural Performance:** The design of the P-ACB shall be capable of supporting AASHTO H-25 and HS-25 truck loading. The blocks shall be analyzed as unreinforced concrete arches supporting a uniform truck tire load with impact per AASHTO standards. The subgrade soil, geosynthetic and base preparation for the P-ACB shall be properly designed by a Registered Professional Engineer and inspected by the ENGINEER or the Resident Project Representative during and following the installation of the Work.

**B. Cellular Concrete Blocks**

**Materials**

Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

Portland Cements - Specification C 150, for Portland Cement.

Blended Cements - Specification C 595, for Blended Hydraulic Cements. Hydrated Lime Types -

Specification C 207, for Hydrated Lime Types. Pozzolans - Specifications C 618, for Fly Ash and

Raw or Calcinated Natural  
Pozzolans for use in Portland Cement Concrete.

Aggregates shall conform to the following ASTM specifications. Normal Weight -  
Specification C 33, for Concrete Aggregates.

### Visual Inspection

All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection. Cracks exceeding 0.25 inches in width and/or 1.0 inch in depth shall be deemed grounds for rejection.

### Physical Requirements

At the time of delivery to the work site, the units shall conform to the physical requirements prescribed in Table 1, Physical Characteristics.

**TABLE 1: PHYSICAL CHARACTERISTICS**

Item	Description	Values
Dimensions	Length x Width x Height	12" x 12" x 5.65" (+/- 1/8")
Compressive Strength	ASTM D-6684 / C-140	Avg. of Three: 4,000 psi min. Individual units: 3,500 psi min.
Block Weight		Arched Block: 45-50 lbs/sf Solid Block: 55-60 lbs/sf
Loading Capabilities	Truck Load Traffic Rating	AASHTO H-20. HS-20. HS-25
Joint Filler Between Blocks	Material Used	NONE Required
Percent Open Space		Surface: 7% Storage: 20%
Water Absorption (%)	ASTM D-6684 Table 1 / ASTM	9.1% Avg. of Three, 11.7%
Density (lbs/cf)	C-140	Individual
Storage Capacity	Above Aggregate Within Arch	0.0833 cf/block
Post-Installation, Verified	ASTM C1701/C1701M-09	Ave of three tests: 1,000
Surface Infiltration Rate	ASTM C1781	inches/hour/sf (MIN. 3 tests)

### **Sampling and Testing**

The OWNER, ENGINEER or their authorized representative shall be accorded proper access to the manufacturer to inspect and obtain samples of the Permeable Articulating Concrete Blocks at the place of manufacture from lots ready for delivery.

### **Expense of Tests**

Additional testing and associated costs, other than that provided by the manufacturer, shall be borne by the OWNER.

### **Manufacturer**

The Permeable Articulating Concrete Blocks shall be PaveDrain<sup>®</sup> or pre-approved equal, as represented or distributed by:

#### **NATIONAL**

PaveDrain, LLC

PH. (888) 575-5339 [info@pavedrain.com](mailto:info@pavedrain.com) [www.pavedrain.com](http://www.pavedrain.com)

*"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

### **PART 3: FOUNDATION PREPARATION AND BLOCK INSTALLATION**

#### **A. Foundation and Preparation**

**General.** Areas on which permeable articulating concrete blocks are to be placed shall be constructed to the lines and grades shown on the Drawings and to the tolerances specified in the Contract Documents. Any proposed changes shall be reviewed and approved by the ENGINEER.

**References.** *Insert the state specifications.* (Example; State Specifications: Standard Specifications for Highway and Structure Construction, State of "TBD" Department of Transportation.)

**Subgrade.** Unless required on the Drawings, compaction of underlying subgrade soil shall be avoided or minimized in order to encourage infiltration of stormwater. A Geotechnical Engineer should be consulted to determine the CBR values of the subgrade prior to the installation of the subbase materials and geotextile stabilizing fabrics and grids.

**Geotextile Separator or Geogrid Stabilization.** Monofilament or multifilament geotextile, that include Mirafi RS380i or its equivalent, or other geotextile material as shown on the Drawings shall be installed on the bottom and sides of the excavation to prevent in – situ soil contamination of the clean aggregate subbase. A geogrid may be required for sub base stabilization, but is not recommended on the sides of the aggregate sub base to separate the in-situ soils from the clean sub base aggregate.

**Aggregate Subbase.** If more than 6” of base aggregate is required, as shown on the Drawings, only the top 4-6” shall be AASHTO #57 aggregate; this is the leveling course directly beneath the P-ACB blocks. Additional aggregate depth shall consist of either AASHTO #2 or #3 or as shown on Drawings. All aggregate shall be clean, angular on all sides with no less than 90% fractured faces. Do not use rounded river gravel or fractured river gravel for any application.

**ASTM No. 57 Base**

Grading Requirements

<u>Sieve Size</u>	<u>Percent Passing</u>
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

**ASTM No. 2 Subbase**

Grading Requirements

<u>Sieve Size</u>	<u>Percent Passing</u>
75 mm (3 in.)	100
63 mm (2 1/2 in.)	90 to 100
50 mm (2 in.)	35 to 70
37.5 mm (1 1/2 in.)	0 to 15
19 mm (3/4 in.)	0 to 5

**Crushed Aggregate Base Course:** Follow State Specifications

**Compaction:** Standard compaction.

95 percent maximum density determined by Modified Proctor.

Allow ENGINEER to inspect prepared base course and to witness proof roll test by a fully loaded dump truck. Reconstruct where deflection is greater than ½ inch.

Allowable deviation from design grade: ½ inch.

The base course shall be firm and non-yielding, compacted until it does not creep or weave in front of the roller or compacting vehicle.

The aggregate bedding layer shall be compacted to a smooth plane surface to ensure intimate and positive contact is achieved between the legs of the permeable articulating concrete blocks and the compacted aggregate subbase layer and the Geogrid Separator.

AASHTO #2 or #3 subbase aggregate shall be compacted in 6-8" lifts with a roller- compactor. The AASHTO #57 aggregate leveling subbase shall be rolled and then compacted with a minimum 10,000 psi plate compactor in both the perpendicular and parallel directions in the area of coverage. The CONTRACTOR shall compact a 2" layer of the AASHTO #57 Aggregate into AASHTO #2 or #3 aggregate.

**Geogrid Separator.** Install Miragrid BXG110, Tensar BX-1100, (or equal) geogrid separator shall be directly on top of the compacted leveling course. The geogrid separator may be installed prior to the compaction of the leveling course. This will create a "snow shoe" effect and minimize damage from foot traffic prior to placement of the P-ACB.

**Inspection.** Immediately prior to placing the P-ACB the prepared area shall be inspected by the ENGINEER or Resident Project Representative, the OWNER's representative, and or by the manufacturer's representative. No blocks shall be placed thereon until that area has been approved by the ENGINEER.

#### **B. Placement of Permeable Articulating Concrete Blocks**

**General.** Permeable articulating concrete blocks shall be constructed within the specified lines and grades shown on the Drawings.

**Placement.** The P-ACB shall be placed on the geogrid separator so as to produce a smooth plane surface. No individual block within the plane of placed articulating concrete mats shall protrude more than one-quarter of an inch unless otherwise specified by the ENGINEER.

**Consultation.** The Supplier will provide design and construction advice during the design and installation phases of the project. The Supplier will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

**Finishing.** The joints between the P-ACB shall not be backfilled with smaller aggregates or sand in order to function properly. The joints shall be left open. This includes following maintenance of the P-ACB. If the joints are filled with smaller aggregates or sand, the CONTRACTOR shall be responsible for the removal of the material and perform infiltration tests to assure that the P-ACB meets the minimum infiltration tests described in this specification.

**Post Installation Certification.** Upon completion of the P-ACB installation, the surface infiltration rate of the pavement shall be verified by ASTM C1701M-09 or ASTM C1781 to confirm the required infiltration rate of the pavement (per Table 1). If the system fails to perform as required in section Table 1 of this spec, it shall be removed and replaced at the supplier's cost.

**C. Maintenance of Permeable Articulating Concrete Blocks**

**General.** The maintainability of the permeable articulating concrete blocks shall be based on a maintenance study of at least 24 months conducted by an independent or third party representation.

- The study shall include multiple pre and post testing documentations in multiple locations of infiltration rates according to ASTM C1701 or a modified version of ASTM C1701 where the infiltration rate is recorded without a head pressure.
- Subsurface aggregate performance of pre and post testing shall also be documented over a 24 month period.
- The study shall show that following proper maintenance the original performance of the P-ACB can effectively be restored to at least 90% of its original performance.

**Inspection & Maintenance.** Maintenance utilizing a combination sanitation sewer truck with the PaveDrain Vac Head or an Elgin Whirlwind or Megawind pure vacuum truck will be quoted and supplied by others based on the maintenance program.

Maintenance shall be required when either of the following are reached:

- a. The surface infiltration rates of more than 75% of the surface area fall below 10% of the rate required in Table 1.
- b. Surface ponding remains for 24 hours in an area larger than 10 square feet.

# Appendix



**EEO DOCUMENTS**  
**READ THIS PAGE BEFORE FILLING OUT THE EMPLOYER REPORT CC-1 OR THE**  
**RENEWAL APPLICATION**

**This page outlines the instructions you need to follow to process either the Employer Report Form CC-1 or the Renewal Application. Forms that are not filled out properly will not be processed.**

**Processing Fee:** Effective January 1<sup>st</sup>, 2006, in accordance with recent changes to chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each submission of the Employer Report Form CC-1 and the Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

**Method of Processing Fee Payment:** The City of Peoria Treasurer's office will only accept check, money order, and cash payment. Make checks payable to the "City of Peoria".

**Who needs to fill out the Employer Report Form CC-1 or the Renewal Application?** Any business providing a good or service to the City for remuneration or any business receiving financial assistance from the City.

**Under what legal authority does the City of Peoria require this application?** The filing requirement is authorized under chapter 17, Peoria Municipal Code, section 17-120(b).

**Which form do I submit?**

**Employer Report Form CC-1:** If your company has not received an EEO Certification Number from the City of Peoria, you need to complete the Employer Report Form CC-1. You will also need to submit a copy of your company's **Sexual Harassment Policy** (for specific instructions on the sexual harassment policy, see the Sexual Harassment Policy Information Sheet).

**Renewal Application:** If your company currently has an EEO Certification Number from the City of Peoria that has expired, or is about to expire, you only need to complete the Renewal Application form. If you are submitting the Renewal Application you do not need submit the Sexual Harassment Policy as it is already on file.

**Submittal Instructions:** Either mail or hand deliver your completed materials.

**Mail:** Mail forms and payment to the Office of Equal Opportunity. The EO Office will review the forms. If they are complete and correct, the EO Office will process your forms and mail, fax, or email you a copy of your EEO certificate. Send forms and payment to:

City of Peoria  
Office of Equal Opportunity  
419 Fulton Street, Room 303  
Peoria, IL 61602-1276

**Hand Delivery:** If you choose to hand deliver your forms and payment, you must first go to the Office of Equal Opportunity (address listed above). The EO Office will review your form for completeness and then ask you to stop by the Treasurer's Office, City Hall Building, Room 100 to make your Processing Fee payment. The EO office will process your forms and mail, fax, or email you a copy of your EEO certificate.

**If you have any questions, call the Equal Opportunity Office at (309) 494-8530**

**KEEP THIS PAGE FOR YOUR RECORDS**

## **MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY**

To assist Bidders in their outreach efforts, the City of Peoria has developed a Minority and Women Business Enterprise (M/WBE) directory. Go to the City's website at <http://www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory/> to view the directory.

## **EQUAL EMPLOYMENT OPPORTUNITY**

To be awarded a contract all Suppliers, Vendors and Contractors to the City 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 or Federal program. To obtain or renew a number, an Employer Report Form CC-1, a copy of your company's sexual harassment policy statement, if a first time applicant and a Fifty-dollar (\$50.00) processing fee must be submitted to the City of Peoria. Go to the City's website at <http://www.peoriagov.org/equal-opportunity/> to obtain the form and instructions page.

**Note: Suppliers, Vendors and Contractors do not need an EEO Certification Number to submit a bid proposal. However, it is required prior to the award of the contract.**

## **MINORITY AND FEMALE WORKFORCE UTILIZATION**

The City of Peoria is committed to ensuring our construction projects offer equal employment opportunity to all the citizens we serve. The Prime Contractor and all of its subcontractors are to make a good faith effort to comply with the following goals for minority and female workforce utilization.

1. Eighteen (18) percent of the total hours worked, per trade, should be performed by minority workers.
2. Three (3) percent of the total hours worked, per trade, should be performed by female workers.

Each contractor must maintain certified payroll records verifying the hours worked by minority and female workers. These records must be provided to the City of Peoria. For directions on submitting this information, see Minority and Women's Business Enterprise (M/WBE) Participation Requirements for Good-Faith Efforts, Section II

# CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status

Month Ending \_\_\_\_\_

Contractor

Subcontractor

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project: \_\_\_\_\_

Date Work Started: \_\_\_\_\_

Percent Complete: \_\_\_\_\_ %

Job Categories	Number of Employees				Hours of Employment									
	Total # of Employees		Total Minorities		African American		Asian/Pacific Islander		American Indian/Alaska nNative		Hispanic		White	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Foremen														
Electricians														
Glaziers														
Iron Workers														
Laborers														
Teamsters														
Millwrights														
Pipe Fitters														
Plumbers														
Plasterers														
Painters														
Roofers														
Operating Engs														
Tile Layers														

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this \_\_\_ day of \_\_\_, 2023, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and \_\_\_, Party of The Second Part for the improvement known as the \_\_\_\_\_;

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 cost 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 the terms of this agreement, for the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, bid, specifications, performance bond and maintenance bond 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.

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") 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 SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER 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 SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER 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). This shall not apply to any city employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This shall not apply to any city employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.

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

THE CITY OF PEORIA

BY: \_\_\_\_\_
City Manager

ATTEST: \_\_\_\_\_
City Clerk

EXAMINED AND APPROVED:
\_\_\_\_\_  
Corporation Counsel

PARTY OF THE SECOND PART

\_\_\_\_\_  
(name of individual, firm, or corporation)

BY: \_\_\_\_\_  
(member of firm or officer of corporation)

(If a Co-Partnership)

\_\_\_\_\_  
(seal)

Partners doing business under the firm name  
of \_\_\_\_\_ (seal)  
(Party of the second part)  
(If an Individual)

\_\_\_\_\_  
(seal)

(Party of the second part)

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description:

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: [ ] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

## CONTRACTING DOCUMENTS

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

- 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

**CITY OF PEORIA  
SUBCONTRACTOR PAYMENT FORM**

**PRIME CONTRACTOR PROJECT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Pay Estimate \_\_\_\_\_

No: \_\_\_\_\_

Percent Complete: \_\_\_\_\_ %

Phone: \_\_\_\_\_

Work Period: \_\_\_\_\_ to \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_

**INSTRUCTIONS:** Complete the table below. If additional space is needed attach extra pages as needed and included all information listed in the table below; along with project name and prime contractor.

Subcontractor (Name)	Payment Amount	Payment Type (F-full/ P-partial)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>Total Payment Amount for Work Completed</b>	<b>\$</b>	

This form is to verify the work completed and the amount paid to a subcontractor utilized on the above listed project. Under penalty of law for perjury or falsification, the undersigned certifies that the payment reported herein was made to the subcontractors listed.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Date



